
State: Arkansas **Filing Company:** Standard Life and Accident Insurance Company
TOI/Sub-TOI: H07G Group Health - Specified Disease - Limited Benefit/H07G.001 Critical Illness
Product Name: Gr Assoc CI
Project Name/Number: Gr Assoc CI/Gr Assoc CI

Filing at a Glance

Company: Standard Life and Accident Insurance Company
Product Name: Gr Assoc CI
State: Arkansas
TOI: H07G Group Health - Specified Disease - Limited Benefit
Sub-TOI: H07G.001 Critical Illness
Filing Type: Form
Date Submitted: 08/08/2012
SERFF Tr Num: ANTX-128624467
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: GR ASSOC CI

Implementation: On Approval
Date Requested:
Author(s): Deborah Biediger, Patty Clavette
Reviewer(s): Rosalind Minor (primary)
Disposition Date: 08/09/2012
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

State: Arkansas
TOI/Sub-TOI: H07G Group Health - Specified Disease - Limited Benefit/H07G.001 Critical Illness
Product Name: Gr Assoc CI
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Filing Company: Standard Life and Accident Insurance Company

General Information

Project Name: Gr Assoc CI
Project Number: Gr Assoc CI
Requested Filing Mode: Review & Approval
Explanation for Combination/Other:
Submission Type: New Submission
Group Market Type: Association
Filing Status Changed: 08/09/2012
State Status Changed: 08/09/2012
Created By: Deborah Biediger
Corresponding Filing Tracking Number:

Status of Filing in Domicile: Authorized
Date Approved in Domicile: 07/11/2012
Domicile Status Comments:
Market Type: Group
Group Market Size: Small and Large
Overall Rate Impact:

Deemer Date:
Submitted By: Deborah Biediger

Filing Description:

Attached for your review and consideration are forms for a new group critical illness product that will be issued to Arkansas residents by an Association situated in Missouri. This is a new form filing that has not been previously reviewed and does not replace any previously approved forms.

The master group policy was issued to the Unified Caring Association for the benefit of the Association's members. The Association is situated in Missouri. A copy of the Association's Constitution and Bylaws are attached for informational purposes.

Certificates of coverage will be issued to Association member's based on options chosen in the enrollment application. The Arkansas Notice attached under the supporting documentation tab will accompany all issued certificates. We have attached under the Supporting Documentation tab, the previously approved state worded Duplication Notice that will be provided to all applicants over age 65 at the time of solicitation in addition to the publication "A Guide To Health Insurance For People With Medicare". Also attached is the state worded Replacement Notice that will be provided when we have indication that a person is replacing coverage.

Marketing of all forms will be performed by licensed agents to members of the Association, ages 18 through 74. This policy is optionally renewable by the company. There is no medical underwriting for this product.

Company and Contact

Filing Contact Information

Deborah Biediger, Compliance Analyst
One Moody Plaza SSH MP, Ste.
200
Galveston, TX 77550

deborah.biediger@anico.com
281-538-4838 [Phone]
409-766-2024 [FAX]

Filing Company Information

Standard Life and Accident
Insurance Company
One Moody Plaza, SSH MP, Ste.
200
Galveston, TX 77550
(281) 538-4842 ext. [Phone]

CoCode: 86355
Group Code: 408
Group Name:
FEIN Number: 73-0994234

State of Domicile: Texas
Company Type: Health
Insurance
State ID Number:

State: Arkansas **Filing Company:** Standard Life and Accident Insurance Company
TOI/Sub-TOI: H07G Group Health - Specified Disease - Limited Benefit/H07G.001 Critical Illness
Product Name: Gr Assoc CI
Project Name/Number: Gr Assoc CI/Gr Assoc CI

Filing Fees

Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? Yes
Fee Explanation:
Per Company: No

Company	Amount	Date Processed	Transaction #
Standard Life and Accident Insurance Company	\$100.00	08/08/2012	61521708
Standard Life and Accident Insurance Company	\$100.00	08/09/2012	61552158

SERFF Tracking #:	ANTX-128624467	State Tracking #:		Company Tracking #:	GR ASSOC CI
State:	Arkansas	Filing Company:	Standard Life and Accident Insurance Company		
TOI/Sub-TOI:	H07G Group Health - Specified Disease - Limited Benefit/H07G.001 Critical Illness				
Product Name:	Gr Assoc CI				
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	08/09/2012	08/09/2012

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	08/09/2012	08/09/2012

Response Letters

Responded By	Created On	Date Submitted
Deborah Biediger	08/09/2012	08/09/2012

State:	Arkansas	Filing Company:	Standard Life and Accident Insurance Company
TOI/Sub-TOI:	H07G Group Health - Specified Disease - Limited Benefit/H07G.001 Critical Illness		
Product Name:	Gr Assoc CI		
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Disposition

Disposition Date: 08/09/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	CCN-AR3	Approved-Closed	Yes
Supporting Document	Group Association bylaws, articles, etc	Approved-Closed	Yes
Supporting Document	Replacement and Duplication Notices	Approved-Closed	Yes
Supporting Document	STATEMENT OF VARIABILITY	Approved-Closed	Yes
Form	GROUP CRITICAL ILLNESS INSURANCE CERTIFICATE	Approved-Closed	Yes
Form	GROUP CRITICAL ILLNESS INSURANCE POLICY	Approved-Closed	Yes
Form	MASTER POLICY AMENDMENT FOR RESIDENTS OF ARKANSAS	Approved-Closed	Yes
Form	ENROLLMENT FORM	Approved-Closed	Yes

State: Arkansas **Filing Company:** Standard Life and Accident Insurance Company
TOI/Sub-TOI: H07G Group Health - Specified Disease - Limited Benefit/H07G.001 Critical Illness
Product Name: Gr Assoc CI
Project Name/Number: Gr Assoc CI/Gr Assoc CI

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	08/09/2012
Submitted Date	08/09/2012
Respond By Date	

Dear Deborah Biediger,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

- GROUP CRITICAL ILLNESS INSURANCE CERTIFICATE, SLA-CI11-GAC-AR (Form)
- GROUP CRITICAL ILLNESS INSURANCE POLICY, SLA-CI11-GAP (Form)
- MASTER POLICY AMENDMENT FOR RESIDENTS OF ARKANSAS, MPAGAC-AR (Form)
- ENROLLMENT FORM, SLACI12 (Form)

Comments:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$200.00. Please submit an additional \$100.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee.

Conclusion:

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

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Product Name: Gr Assoc CI
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Response Letter

Response Letter Status	Submitted to State
Response Letter Date	08/09/2012
Submitted Date	08/09/2012

Dear Rosalind Minor,

Introduction:

Additional \$100.00 has been submitted.

Response 1

Comments:

Additional \$100.00 has been submitted.

Related Objection 1

Applies To:

- GROUP CRITICAL ILLNESS INSURANCE CERTIFICATE, SLA-CI11-GAC-AR (Form)
- GROUP CRITICAL ILLNESS INSURANCE POLICY, SLA-CI11-GAP (Form)
- MASTER POLICY AMENDMENT FOR RESIDENTS OF ARKANSAS, MPAGAC-AR (Form)
- ENROLLMENT FORM, SLACI12 (Form)

Comments:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$200.00. Please submit an additional \$100.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

Sincerely,

Deborah Biediger

SERFF Tracking #:

ANTX-128624467

State Tracking #:

Company Tracking #:

GR ASSOC CI

State: Arkansas

Filing Company:

Standard Life and Accident Insurance Company

TOI/Sub-TOI: H07G Group Health - Specified Disease - Limited Benefit/H07G.001 Critical Illness

Product Name: Gr Assoc CI

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Form Schedule

Lead Form Number: SLA-CI11-GAC-AR

Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1	Approved-Closed 08/09/2012	SLA-CI11-GAC-AR	CER	GROUP CRITICAL ILLNESS INSURANCE CERTIFICATE	Initial:	50.100	CERT.pdf
2	Approved-Closed 08/09/2012	SLA-CI11-GAP	POL	GROUP CRITICAL ILLNESS INSURANCE POLICY	Initial:	50.100	Policy.pdf
3	Approved-Closed 08/09/2012	MPAGAC-AR	POLA	MASTER POLICY AMENDMENT FOR RESIDENTS OF ARKANSAS	Initial:	50.100	MASTER POLICY AMENDMENT.pdf
4	Approved-Closed 08/09/2012	SLACI12	AEF	ENROLLMENT FORM	Initial:	50.100	SLACI12 AssocEnrollForm.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

Standard Life and Accident Insurance Company

Home Office: One Moody Plaza, Galveston, Texas, 77550

Toll-Free Telephone Number: 1-888-350-1488

(A Stock Insurance Company hereafter referred to as "Standard Life", "We", "Us", "Our" or "the Company")

**GROUP CRITICAL ILLNESS INSURANCE
CERTIFICATE OF COVERAGE**

This is Your Certificate of Coverage (hereafter Certificate) while insured under the Group Policy (hereafter Policy). It explains the rights and benefits that are determined by the Policy. This Certificate is not the contract of insurance, however, it provides evidence of coverage under the Policy. **READ THE CERTIFICATE CAREFULLY!**

CONSIDERATION. The coverage is issued in consideration of the statements made in the Enrollment Form and payment of the Initial Premium. Coverage is not provided until the first full premium is paid. The first premium pays for the Initial Term of coverage. The Initial Term of coverage begins at 12:01 a.m. on the Effective Date shown on the Certificate Schedule.

TERMINATION. The coverage may be terminated by the Company for reasons stated in the Termination provision.

PREMIUMS. Premiums may be changed and are due as stated in the **Premiums** provision.

30 DAY RIGHT TO EXAMINE CERTIFICATE. Within 30 days after You receive this Certificate, You may return it in person or by regular mail to the Company, its agency office or the agent who sold it to You for any reason. The Company will return the premium to You. Then You and the Company will be in the same position as if a Certificate had never been issued.

THIS IS NOT A MEDICARE SUPPLEMENT POLICY. If any Covered Person is eligible for Medicare, such person should review the "Guide to Health Insurance for People with Medicare" available from the Company.

THE GROUP POLICY. You may review the Group Policy during usual business hours, at the Group Policyholder's office.

Signed for Us on the Certificate Effective Date.



Secretary



President

NOTICE TO BUYER:

THE BENEFITS PROVIDED IN THIS CERTIFICATE ARE DESIGNED TO PROVIDE LUMP SUM PAYMENTS FOR ONLY THE CRITICAL ILLNESSES LISTED. THIS COVERAGE DOES NOT PROVIDE FOR REIMBURSEMENT OF ANY MEDICAL EXPENSES.

BENEFITS PROVIDED ARE A SUPPLEMENT, AND NOT INTENDED AS A SUBSTITUTE FOR MEDICAL EXPENSE COVERAGE OR DISABILITY INSURANCE.

PLEASE READ YOUR CERTIFICATE CAREFULLY!

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CERTIFICATE SCHEDULE OF BENEFITS

POLICYHOLDER: [ABC Association]

CERTIFICATEHOLDER: [John Doe]

[CERTIFICATE NUMBER: [SLA012345]

TYPE: [FAMILY]

COVERED PERSON(S):

[John Doe]

[Baby Doe]

CERTIFICATE EFFECTIVE DATE:

[July 1, 2011]

[July 1, 2011]

[PLAN:

[OPTION 1][OPTION 2][OPTION 3][OPTION 4]]

[BENEFITS OTHERWISE PAYABLE ARE REDUCED 50% ON THE LATER OF A COVERED PERSON'S AGE 70 OR THE 5TH ANNIVERSARY OF HIS/HER CERTIFICATE EFFECTIVE DATE]

CERTIFICATEHOLDER –

Initial Benefit Amount – [\$2,500 - \$500,000]

Maximum Benefit Amount – 3 TIMES THE INITIAL BENEFIT AMOUNT

[CERTIFICATEHOLDER'S SPOUSE -

Initial Benefit Amount – [\$2,500 - \$500,000]

Maximum Benefit Amount – 3 TIMES THE INITIAL BENEFIT AMOUNT

[CERTIFICATEHOLDER'S CHILD –

Initial Benefit Amount – [\$2,500 - \$500,000]

Maximum Benefit Amount – 3 TIMES THE INITIAL BENEFIT AMOUNT

	BENEFIT PERCENTAGE
CATEGORY 1 CRITICAL ILLNESSES -	
• Invasive Cancer (Diagnosis more than [30, 90] days after the Certificate Effective Date)	100%
• Invasive Cancer (Diagnosis during the first [30, 90] days after the Certificate Effective Date)	10%
• Cancer In Situ (Diagnosis more than [30, 90] days after the Certificate Effective Date)	25%
• Cancer In Situ (Diagnosis during the first [30, 90] days after the Certificate Effective Date)	2.5%
CATEGORY 2 CRITICAL ILLNESSES -	
• Heart Attack	100%
• Stroke	100%
• Heart Transplant or Combination Heart and Other Major Organ Transplant	100%
• Coronary Artery Bypass Surgery	25%
• Angioplasty	25%
• Aortic Surgery	25%
• Heart Valve Replacement/Repair Surgery	25%
CATEGORY 3 CRITICAL ILLNESSES -	
• Major Organ Transplant, not covered in Category 2	100%
• Coma	100%
• Paralysis	100%
• End-Stage Renal Failure	100%

PREMIUM RATES:

Total Annual Premium:.....[\$xxx.00]

Initial Term[ANNUAL, SEMI-ANNUAL, QUARTERLY, MONTHLY]

Initial Premium.....[\$xxx.00]

[INTENTIONALLY LEFT BLANK]

DEFINITIONS – GENERAL

AGE means a Covered Person's Age as of his/her last birthday.

ANGIOPLASTY means the actual undergoing of a percutaneous transluminal angioplasty deemed Medically Necessary to correct a narrowing or blockage of one or more coronary arteries. A Physician, board-certified as a Cardiologist, must perform the Procedure. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures are excluded.

AORTIC SURGERY means the actual undergoing of surgery for disease of the aorta needing excision and surgical replacement of a portion of the diseased aorta with a graft. The surgery must be deemed Medically Necessary and performed by a Physician, board-certified as a cardiovascular surgeon, thoracic surgeon, or vascular surgeon. Aorta is limited to the thoracic and abdominal aorta, but not its branches.

CANCER IN SITU means a Diagnosis of Cancer wherein the tumor cells still lie within the tissue of origin without having invaded neighboring tissue. Cancer in Situ includes

1. early prostate cancer Diagnosed as T1N0M0 or equivalent staging; and
2. melanoma not invading the dermis.

Cancer in Situ does not include

1. other skin malignancies; or
2. pre-malignant lesions (such as intraepithelial neoplasia); or
3. benign tumors or polyps.

Cancer in Situ must be Diagnosed pursuant to a Pathological or Clinical Diagnosis.

CERTIFICATE EFFECTIVE DATE is the date coverage begins for each Covered Person under the Policy. It will be different for a Covered Person added to the Policy after the original date of issue or when a change in coverage for any Covered Person occurs. Each Covered Person's Certificate Effective Date is shown in the Certificate's Schedule of Benefits.

CERTIFICATEHOLDER means the association member and Applicant named in the Enrollment Form who alone, has ownership privileges under the Policy. These privileges include, but are not limited to, his/her right to change coverage under the Policy for themselves or any Covered Person.

CLINICAL DIAGNOSIS means a Diagnosis of Invasive Cancer or Cancer In Situ based on the study of symptoms and Diagnostic test results. We will accept a Clinical Diagnosis of Cancer only if the following conditions are met:

1. a Pathological Diagnosis cannot be made because it is medically inappropriate or life threatening;
2. there is medical evidence to support the Diagnosis; and
3. a Physician is treating the Covered Person for Invasive Cancer and/or Cancer In Situ.

CLOSE RELATIVE means anyone related to a Covered Person by blood, marriage, or adoption; or a court appointed representative.

COMA means the diagnosis, by a Legally Qualified Physician board-certified as a Neurologist, that a Covered Person is in a state of unconsciousness:

1. from which he/she cannot be aroused;
2. in which external stimulation will produce no more than primitive avoidance reflexes; and
3. such state has persisted continuously for at least 96 hours.

No benefit is payable for Coma if Coma is the result of a Critical Illness for which benefits are otherwise payable under the Policy.

CORONARY BYPASS SURGERY means the actual undergoing of coronary artery bypass surgery using either a saphenous vein or internal mammary artery graft for the treatment of coronary heart disease deemed Medically Necessary to correct a narrowing or blockage of one or more coronary arteries. The Procedure must be performed by a Physician, board-certified as a cardiovascular surgeon or thoracic surgeon. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures are excluded.

COVERED PERSON means an You, Your spouse or Your children, listed as a Covered Person in the Certificate Schedule of Benefits and for whom premium has been paid.

CRITICAL ILLNESS means any of the medical conditions or procedures, shown in the Certificate Schedule of Benefits, that is first Diagnosed or first performed as the result of a Diagnosis, each made after the respective Covered Person's Certificate Effective Date.

DATE OF DIAGNOSIS means the date the Diagnosis is established by a Physician, through the use of clinical and/or laboratory findings as supported by the Covered Person's medical records. For a procedure, it is the date the Covered Person undergoes the procedure.

DEPENDENT means Your family as follows:

1. Your lawful Spouse[*], if not legally separated or divorced;
2. Your unmarried children (whether natural, adopted or stepchildren) under the limiting age of 26; or
3. Your unmarried children for whom You are required to provide insurance under a medical support order or an order enforceable by a court.

[*The term "Spouse" as used throughout the Policy will also means Your legal Domestic Partner.]

DIAGNOSIS means the definitive establishment by a Physician of the Critical Illness through the use of clinical and/or laboratory findings.

[DOMESTIC PARTNER means an opposite or same sex person with whom You maintain a committed relationship and share a familial relationship characterized by mutual caring and the sharing of a mutual residence and who has registered under the state law as domestic partners. Each partner must:

1. Be at least 18 years old and competent to contract;
2. Be the sole domestic partner of the other person; and
3. Not be married.]

END-STAGE RENAL FAILURE means the chronic and irreversible failure of both of a Covered Person's kidneys, which requires the Covered Person to undergo periodic and ongoing dialysis. The Diagnosis must be made by a Physician.

ENROLLMENT FORM means the form(s) that You (and Your spouse, if any) signed to apply for coverage under the Policy. It also includes any other document approved by the Company that You use to apply for or change coverage under the Policy.

FIRST OCCUR(S)/FIRST OCCURRING/FIRST OCCURRENCE means the occurrence, Diagnosis, or procedure is the first time ever in the Covered Person's lifetime that he/she has experienced such Critical Illness, been Diagnosed with that specific condition included as a Critical Illness, or undergone a specific procedure included as a Critical Illness.

HEART ATTACK means an Acute Myocardial Infarction resulting in:

1. the death of a portion of the heart muscle (myocardium) due to a blockage of one or more coronary arteries; and
2. resulting in the loss of the normal function of the heart.

The Diagnosis must be made by a Physician and based on both:

1. new clinical presentation and electrocardiographic changes consistent with an evolving heart attack; and
2. serial measurement of cardiac biomarkers showing a pattern and to a level consistent with a Diagnosis of Heart Attack.

Established (old) Myocardial Infarction is excluded.

HEART VALVE REPLACEMENT/REPAIR SURGERY means the actual undergoing of open heart surgery to replace or repair one or more valves. The surgery must be deemed Medically Necessary and performed by a Physician, board-certified as a cardiovascular surgeon or thoracic surgeon.

INVASIVE CANCER means a malignant neoplasm, which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue through the basement membrane or capsule. "Invasive Cancer" includes, but shall not be limited to any form of:

1. Leukemia;
2. Lymphoma; or
3. Multiple Myeloma

The following are not "Invasive Cancer":

1. pre-malignant lesions (such as intraepithelial neoplasia); or
2. benign tumors or polyps; or
3. early prostate cancer Diagnosed as T1N0M0 or equivalent staging; or
4. Cancer in Situ; or
5. any skin cancer (other than invasive malignant melanoma in the dermis or deeper or skin malignancies that have become metastatic).

Invasive Cancer must be Diagnosed by a Physician, board-certified as a pathologist pursuant to a Pathological or Clinical Diagnosis.

MAJOR ORGAN means a Covered Person's entire liver, kidney, lung, heart, small intestine, pancreas, pancreas-kidney, bone marrow, or stem-cells. No other organ or system is included.

MAJOR ORGAN TRANSPLANT means the placement of an entire Major Organ in a Covered Person, where such Major Organ:

1. originates in a person other than such Covered Person;
2. is somewhat independent from all other parts of the human body; and
3. performs a special or unique function.

A Major Organ Transplant does not include the placement of a mechanical or man-made device or substance which is intended to serve as a substitute for or aid in the performance of the failed Major Organ; nor does it include Major Organ parts such as valves, ducts, arteries, and any other part of a Major Organ, which in and of itself provides no life sustaining purpose. For purposes of this definition, a Major Organ Transplant is considered to have occurred on the date a Covered Person is added to the United Network of Organ Sharing (UNOS) or the National Marrow Donor Program (NMDP) transplant list.

MAXIMUM BENEFIT AMOUNT means the eligible total of Benefit Payments for all Critical Illnesses as stated in the Certificate Schedule of Benefits.

MEDICALLY NECESSARY means that, based on generally accepted current medical practice, a service is necessary and appropriate for the Diagnosis or treatment of a Critical Illness. We do not consider a service Medically Necessary if:

1. It is provided only as a convenience to the Covered Person or provider; or
2. It is not appropriate treatment for the Covered Person's Diagnosis or symptoms;
3. It exceeds (in scope, duration, or intensity) that level of care that is needed to provide safe, adequate, and appropriate diagnosis or treatment.

PATHOLOGICAL DIAGNOSIS means Diagnosis based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of Diagnosis must be done by a Physician who is a board certified pathologist and whose Diagnosis of malignancy conforms to the standards set by the American College of Pathology.

PARALYSIS means a Covered Person's complete and permanent loss of use, not including amputation, of two or more limbs through neurological injury for a continuous period of at least 180 days, confirmed by a Legally Qualified Physician board-certified as a Neurologist. No benefit is payable for Paralysis if Paralysis is the result of a Critical Illness for which benefits are otherwise payable under the Policy.

PHYSICIAN means a person, other than You, a Close Relative, or a business or professional partner who is:

1. duly licensed to practice medicine in the jurisdiction where the Diagnosis is made, or the procedure performed where such jurisdiction is a continuing member of the United States of America or a territory within the jurisdiction of the United States of America (embassies, military zones, and similarly designated non-domestic extensions of the United States government are not included); and
2. acting within the scope of his/her license.

POLICYHOLDER means the entity or plan sponsor to whom the Policy is issued and approved by the Company.

PRE-EXISTING CONDITION means a medical condition relating to a Critical Illness, not otherwise excluded by name or specific description:

1. for which medical advice, testing, care, treatment or medication was given or was recommended by, or received from, a Physician within 12 months before the Covered Person's Certificate Effective Date; or
2. that would have caused a reasonably prudent person to seek medical Diagnosis or treatment within 12 months before his/her Certificate Effective Date.

Critical Illness related to such a medical condition is not covered within 12 months of a Covered Person's Certificate Effective Date

STROKE means any acute cerebrovascular accident producing neurological impairment and resulting in paralysis or other measurable objective neurological deficit persisting for at least 96 hours and expected to be permanent. Transient ischemic attack (mini-stroke), head injury, chronic cerebrovascular insufficiency and reversible ischemic neurological deficits are excluded. The Diagnosis must be made by a Physician.

YOU, YOUR OR YOURS means the Certificateholder named on the Certificate Schedule of Benefits.

ELIGIBILITY AND EFFECTIVE DATES

The Certificate Effective Date is shown in the Certificate Schedule of Benefits.

ELIGIBILITY

An eligible association member may apply for coverage for the association member, the association member's Spouse, and any of the association member's Dependent children. We must find each proposed Covered Person acceptable based on Our rules in effect at the time the association member completes the Enrollment Form.

No proposed eligible association member may be eligible for insurance under the Policy as both a Certificateholder and as a Spouse or Dependent Child at the same time. If an eligible association member and his/Spouse are both eligible to be covered as the Certificateholder, one but not both, is eligible to cover the Dependent Children. The other Spouse may elect single coverage only.

ON THE CERTIFICATE EFFECTIVE DATE

Your Certificate Schedule of Benefits shows Covered Persons initially covered under the Policy. The insurance for a Covered Person will take effect on the Certificate Effective Date assigned by Us and shown in Your Certificate Schedule of Benefits.

AFTER THE CERTIFICATE EFFECTIVE DATE

Eligible persons may apply for coverage after the Certificate Effective Date. The eligible person must complete a new Enrollment Form and submit evidence of insurability if requested by Us. Acceptance for coverage will be in accordance with Our rules in effect on any Enrollment Form date. The insurance for a Covered Person will take effect on the Certificate Effective Date assigned by Us.

NEWBORN CHILDREN

Your newborn child is automatically covered from the moment of birth up to 90 days. Coverage for newborns will be the same as for all of Your other covered Dependents. If You do not have other covered Dependents and want uninterrupted coverage, You will have the option to add Dependent child coverage. You must notify the Company in writing within the greater of 90 days or the next premium due date of such birth and pay the required additional premium (if any), in order for coverage for the newborn child to continue beyond such 90 day period.

ADOPTED CHILDREN

An adopted child is automatically covered for up to 60 days after filing petition for adoption. Coverage will begin from the moment of birth if the petition for adoption and application for coverage is received within 60 days after the birth of the minor. Coverage for such child will be the same as for all Your other covered Dependents. If You do not have other covered Dependents and want uninterrupted coverage, You will have the option to add Dependent child coverage. You must notify the Company in writing within 60 days after the filing of the petition for adoption and pay additional premium (if any), in order for coverage of the adopted child to continue beyond such 60 day period.

The coverage will terminate upon the dismissal or denial of a petition for adoption.

COURT ORDERED CUSTODY

We will not restrict or deny coverage due to the fact that: 1) a Dependent child does not reside with the noncustodial parent; or 2) the parent-child relationship was established through a paternity action; or 3) the minor child is covered through the state-administered Medicaid program; or 4) the minor child is not claimed as a dependent on the noncustodial parent's federal or state income tax return.

TERMINATION AND CONVERSION

COVERED PERSON'S TERMINATION

The Company can terminate coverage under the Policy as of any premium due date under any of the following conditions:

1. You fail to pay premiums or contributions in accordance with the terms of the Policy, or We have not received timely premium payments;
2. You or a Covered Person has performed an act or practice that constitutes fraud with respect to activities under the Policy;
3. You no longer reside, live, or work in an area where We have authority to do business. We will only apply this provision if We end coverage uniformly and without regard to any health status related factor of a Covered Person;
4. We are ceasing to offer coverage in the group association insurance market in accordance with applicable state law;
5. You cease to be a member of the association; or
6. Each individual Covered Person's coverage will terminate upon payment of that Covered Person's individual Maximum Benefit Amount to You as the Certificateholder. Termination of a Covered Person's coverage may result in a change in premium.

Notice of termination will be provided in accordance with state law.

Subject to the conditions listed above, We cannot refuse to renew coverage:

1. Just because of a change in a Covered Person's health or the type of work the Covered Person performs; or
2. Just because of the claims filed by or on behalf of a Covered Person, unless the claims are fraudulent.

Termination of coverage will not affect a claim for a covered loss that occurred while the coverage was in force under the Policy.

TERMINATION UPON YOUR DEATH

You will cease to be a Covered Person on the date of Your death and Your certificate will terminate. If You have a spouse who is a Covered Person when You die, coverage may be continued with Your spouse becoming a member of the association and being designated as the Certificateholder under the Policy. If Your spouse does not become an association member, coverage under Your certificate will terminate for all Covered Persons. Covered Persons may become eligible for a conversion policy as provided in the Conversion Privilege provision.

TERMINATION OF YOUR SPOUSE'S COVERAGE

Your spouse will cease to be a Covered Person at the earlier of the date of Your spouse's death or the next premium due date after You and Your spouse become legally divorced or legally separated.

TERMINATION OF YOUR CHILD'S COVERAGE

Your child's coverage will terminate at the earlier of:

1. The date of Your death (if there is no surviving spouse covered under the Policy);
2. The date of Your child's death;
3. The next premium due date after Your child's marriage; or
4. The next premium due date after Your child ceases to meet the requirements of an eligible Dependent.

CONTINUATION OF COVERAGE FOR AN INCAPACITATED CHILD

Coverage for a mentally or physically handicapped Dependent child that is covered under the Policy and who became incapacitated prior to their 26th birthday will not end when scheduled if the child depends on You for primary support and maintenance. Proof of the incapacity or dependency must be furnished to Us at Our expense. The premium for such child's continued coverage will remain at the child rate until the child is no longer dependent or incapacitated. You must notify Us if the incapacity or dependency is removed or terminated.

CONVERSION PRIVILEGE

In certain cases, if coverage ends under the Policy, a Covered Person will be able to buy a conversion policy with the Company. We will issue the conversion policy without regard to health status, but subject to the rules below:

Who May Convert

The following Covered Persons, whose coverage has ended under the Policy, may buy a conversion policy:

1. Your current spouse upon Your death; or
2. Your former spouse, if there is a legal divorce or legal separation; or
3. Your child who no longer meets the definition of a Dependent child.

What Must Be Done

The Covered Person must apply to the Company in writing not more than 31 days after coverage under the Policy ends. The first full premium for the conversion policy must be paid with the Application. The premium for the conversion policy will be determined in accordance with Our table of premium rates applicable to the age and class of risk of each person to be covered under the conversion Policy and to the type and amount of insurance provided.

The Conversion Policy

The conversion policy will be similar to the Policy at the option of the Company. Loss for which benefits may be paid under the Policy will not be covered under the conversion policy.

When Not Available

Conversion will not be available for any Covered Person if coverage ends because:

1. Premiums were not paid in the time allowed under the Policy;
2. The date the Covered Person performs an act or practice that constitutes fraud, or is found to have made an intentional misrepresentation of material fact, relating in any way to the Policy, including claims for benefits under the Policy; or
3. The Covered Person resides in a state in which We are not authorized to do business and/or We do not have any applicable forms approved for use in that state.

The conversion policy will not exclude, as a Pre-Existing Condition, or not consider as First Occurring, any condition covered by the Policy; provided, however, that the conversion policy may provide for a reduction of its benefits by the amount of any such benefits payable under the Policy after the individual's insurance terminates.

CRITICAL ILLNESS COVERAGE

In accordance with all the terms and conditions of the Policy and upon Diagnosis providing evidence that a Covered Person has a Critical Illness First Occurring after the Covered Person's Certificate Effective Date, the Company will pay the percentage of the Initial Benefit Amount shown in the Certificate Schedule of Benefits for the Diagnosed Critical Illness.

Benefits will be paid to You in a lump-sum. Benefits paid on behalf of each Covered Person will not exceed the Maximum Benefit Amount. Upon payment of the Maximum Benefit Amount on behalf of a Covered Person, coverage for such Covered Person will terminate.

Benefits are payable under the Policy for a Covered Person from each of the Benefit Categories shown in the Certificate Schedule of Benefits when such Covered Person is Diagnosed with a Critical Illness. However, the total benefit payable under each Category will not exceed the Initial Benefit Amount, also shown in the Certificate Schedule of Benefits.

If the first benefit paid from a Category is a 100% benefit, no further benefits for other Critical Illnesses under the same Category will be paid. If the first benefit paid under a Category is not a 100% benefit, subsequent benefits payable under the same Category will be paid as a percentage of the Initial Benefit Amount until the sum of all payments from that same Category equals the Initial Benefit Amount. Then, no further benefits will be paid under that Category, except as provided under the Recurrence Benefit.

RECURRENCE BENEFIT – In addition to all other benefits otherwise paid under the Policy, if a Category 2 & 3 Critical Illness for which a 100% benefit has been previously paid recurs more than 18 months following its First Occurrence and prior to the total paid benefits exceeding the Maximum Benefit Amount, We will pay a benefit of 25% of the Initial Benefit Amount paid for up to two (2) such recurrences.

However, for any benefit to be paid under this provision, coverage under the Policy must be in effect for the Covered Person on the date recurrence is Diagnosed and the Covered Person must have been treatment free (except for maintenance medication and follow-up visits) for 12 months prior to the recurrence.

REDUCED BENEFIT PERIOD - If a Category 1 Critical Illness is Diagnosed within [30 – 90] days of a Covered Person's Certificate Effective Date, the following Critical Illnesses will be limited to the respective maximum benefit percentage shown below. In addition, no other benefits for Category 1 Critical Illnesses will be paid.

Invasive Cancer - 10%
Cancer In Situ - 2.5%

ADDITIONAL BENEFIT – If benefits under the Policy are paid when You have been Diagnosed as having any of the following Critical Illnesses: Invasive Cancer; Heart Attack; Stroke; Major Organ Failure; Coma; or Paralysis, more than 90 days after the Certificate Effective Date, then an additional benefit equal to the value of 6 times the then current monthly premium for Your coverage will be paid to You.

This Additional Benefit is provided only as the result of the First Occurrence of Your Critical Illness and does not apply to any claim made under the Recurrence Benefit or a claim made by any other Covered Person.

EXCLUSIONS AND LIMITATIONS

[Benefits otherwise payable under the Policy are reduced 50% on the later of a Covered Person's Age 70 or his/her 5th Certificate Effective Date anniversary.]

Unless the Covered Person's Critical Illness First Occurs or is Diagnosed while coverage is in force under the Policy, no benefit will be payable.

No benefit is payable for Coma or Paralysis if Coma or Paralysis is the result of a Critical Illness for which benefits are otherwise payable under the Policy.

With the exception of benefits that may be paid on behalf of a Covered Person in accordance with the Recurrence Benefit:

1. The sum of benefits paid for a Covered Person under each Category shall not exceed 100% of the Initial Benefit Amount for each Category; and
2. The sum of all benefits payable for a Covered Person under the Policy shall not exceed the Maximum Benefit Amount shown in the Certificate Schedule of Benefits.

Benefits will not be paid for Critical Illnesses in more than a single Category during any 180-day period. However, this does not apply to multiple benefit payments for Critical Illnesses within the same category, unless the Initial Benefit Amount has been paid.

In the event benefits for a Covered Person are paid for a Critical Illness and within 180 days the Covered Person is Diagnosed with a Critical Illness from another Category with no benefit paid, any recurrence of the latter Critical Illness will be treated as an original Diagnosis with benefits paid accordingly.

If two or more Critical Illnesses are Diagnosed at the same proximate time, the benefit paid will be based upon the Diagnosed Critical Illness providing the largest benefit.

The Company will NOT pay benefits for a Critical Illness, if it is caused by or results from:

1. intentional self-inflicted injuries;
2. suicide, or any attempt at suicide, while sane or insane;
3. service in the armed forces or any auxiliary unit of the armed forces;
4. participation in the commission or attempted commission of a felony;
5. participation in a riot or insurrection;
6. alcoholism or drug addiction; or
7. being intoxicated or under the influence of alcohol, drugs, or any narcotic (including overdose) unless administered on the advice of a Physician and taken according to the Physician's instructions. The term "intoxicated" refers to that condition as defined by law and decisions of the jurisdiction in which the accident, cause of loss, or loss occurred.

The Company will NOT pay any benefit for a Critical Illness if:

1. A Critical Illness is Diagnosed outside the United States or a covered procedure is performed outside the United States; or
2. the Covered Person's date of birth, age or sex was misstated in the Enrollment Form and at the correct date of birth, age or sex the coverage would not have become effective or would have terminated.

PREEXISTING CONDITION LIMITATION. Critical Illness caused by or relating to a Preexisting Condition is not covered for the first 12 months after the Certificate Effective Date of each Covered Person.

PREMIUMS

PREMIUM DUE DATE

The initial premium is for the term shown on Your Certificate Schedule of Benefits. The renewal premium for later periods of coverage is due on the first day of the next term. This coverage will end (lapse) if the renewal premium in effect is not paid before the end of the Grace Period.

PREMIUM ADJUSTMENT

Premiums are due on the first day of each term that follows the Initial Term of Coverage. This is called the Premium Due Date. The required premium will depend on Your premium class. We determine the premium class on each Premium Due Date. We will NOT CHANGE Your premium prior to Your first Certificate anniversary, unless coverage changes. After Your first Certificate anniversary, We may change premiums anytime, and from time to time, that We decide to change rates for persons in Your class.

Changes will apply to premiums due on or after the effective date of the change. The new rates will apply on a class basis as determined by Us. We will give You 60 days notice before any premium change.

GRACE PERIOD

A grace period may apply to any premium payments made in any mode other than a single premium. Premium payments after the initial premium payment may be paid within the grace period. The grace period will last for 31 days after the due date of the premium payment. During the Grace Period, the coverage will remain in force. However, the Company is not obligated to pay any claims incurred during the Grace Period until the premium due is received. If premium payments are not made by the end of the grace period, the coverage will immediately cease to be in force.

No Grace Period will be provided if the Company receives notice to terminate the Covered Person's coverage prior to a premium due date.

UNPAID PREMIUM

Any due and unpaid premium may be deducted from any benefits then payable.

PREMIUM REFUND AT DEATH

If a Covered Person's coverage terminates due to death, the Company will refund the pro rata unearned portion of any premium paid for such Covered Person.

MISSTATEMENTS OF AGE

If a Covered Person has misstated his age, the benefits will be those the premium paid would have purchased if the correct age had been disclosed. However, if on the Effective Date, We would not have granted coverage because of the Covered Person's correct age, We are only liable for the return of any premiums paid on account of such person.

REINSTATEMENT

Your coverage will lapse if You do not pay a periodic premium payment before the end of the Grace Period. Our later acceptance of premium, (or one of our authorized agents acceptance of premium) without requiring an Enrollment Form for reinstatement, reinstates coverage under the Policy.

We will require an Enrollment Form for reinstatement. We will subject all representations made in this Enrollment Form to all of the provisions of the Policy, including **TIME LIMIT ON CERTAIN DEFENSES**. If We approve the Enrollment Form for reinstatement, We will reinstate coverage as of the approval date of the reinstatement Enrollment Form. If We do not approve the reinstatement and do not notify You in writing of the disapproval, We must reinstate coverage. The reinstatement will take place on the 45th day following the date of the reinstatement Enrollment Form.

The reinstated plan only covers :

- a. a loss that results from an Injury that a Covered Person sustains after reinstatement; or
- b. a Sickness that begins ten days or more after the date of reinstatement.

In all other respects, Your rights and the rights of the Company will remain the same, subject to any provisions noted on or attached to the reinstated coverage.

We will apply any premiums that We accept for reinstatement to a period for which You have not paid premiums. We will not apply any premium to any period more than 60 days before the reinstatement date.

WE WILL NOT CONSIDER A REQUEST FOR REINSTATEMENT THAT IS MADE MORE THAN 180 DAYS AFTER YOUR CERTIFICATE HAS LAPSED.

CLAIM PROVISIONS

NOTICE OF CLAIM

You must give the Company written notice of a claim. It should be given within 60 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by You or on behalf of You to Us at our Home Office, or to any authorized agent of the Company, with information sufficient to identify the Covered Person, will be deemed notice to the Company.

CLAIM FORMS

The Company will send to You a claim form when a notice of claim is received. If the form is not furnished within 15 days from the time You give notice, You may fulfill the proof of loss requirements by sending written proof covering the occurrence, the character and the extent of the loss for which claim is made within the time set in Proof of Loss.

PROOF OF LOSS

You must give the Company written proof of loss within 90 days after such loss. If it is not reasonably possible to do so, the Company will not reduce or deny Your claim for being late if proof is given as soon as reasonably possible. It must, however, be given within 15 months from the date of loss, unless You are not legally capable.

TIME OF PAYMENT OF CLAIMS

Benefits payable under the Policy for any loss other than loss for which the Policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which the Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

PAYMENT OF CLAIMS

Any indemnities unpaid upon Your death may, at Our option, be paid either to Your estate or to a named Beneficiary. All other indemnities will be payable to You.

If any benefit is payable to Your estate, or to You or Your Beneficiary who is a minor or otherwise not competent to give a valid release, We may pay such indemnity up to an amount not exceeding \$1,000 to any relative by blood or connection by marriage to You or Your Beneficiary who is deemed by Us to be equitably entitled thereto. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment.

ASSIGNMENT

You may assign all of Your privileges and benefits under the Policy without the consent of Your designated Beneficiary. The Company is not bound by an assignment until the Company receives and files a signed copy. The Company is not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the Policy.

CHANGE OF BENEFICIARY

The right to change a Beneficiary is reserved to You, and the consent of the Beneficiary or beneficiaries is not required for the surrender or assignment of the benefits, for any change of Beneficiary or beneficiaries, or for any other changes in the coverage.

PHYSICAL EXAMINATIONS AND AUTOPSY

The Company may have a Covered Person examined at its own expense as often as it may reasonably require while their claim is pending under the Policy and to make an autopsy in case of death where it is not forbidden by law.

LEGAL ACTIONS

No action at law or in equity shall be brought to recover under the Policy for at least 60 days after You have given the Company written proof of loss in accordance with the requirements of the Policy. You cannot start such action more than 3 years after the date proof of loss is required to be furnished.

RIGHT OF RECOVERY

When an overpayment has been made by Us, We will have the right to: a) recover that overpayment from the person to whom or on whose behalf it was made; or b) offset the amount of that overpayment from a future claim payment.

GENERAL PROVISIONS

ENTIRE CONTRACT; CHANGES: The Entire Contract will consist of:

- a. The Policy;
- b. The Application of the Group Policyholder, which will be attached to the Policy;
- c. Any Enrollment Forms and attachments for the proposed Covered Persons; and
- d. Any riders, endorsements or amendments issued with or added to the Policy or this Certificate which is a part of the Policy.

In the absence of fraud, all statements made by You will be considered representations and not warranties. No written statement made by You will be used in any contest unless a copy of the statement is furnished to You or Your Beneficiary or personal representative.

No change in the Policy will be valid until approved by an executive officer of the Company. The approval must be attached to the Policy. No agent may change the Policy or waive any of its provisions. The Company may amend or change the Certificate by written agreement with the Policyholder. We may amend or change the Certificate at any time, without the consent of the Policyholder, You, any Covered Person or beneficiary, if required by law. Any amendment will be without prejudice to any charge incurred prior to the effective date of the change.

TIME LIMIT ON CERTAIN DEFENSES

After 2 years from the Policy effective date, no misstatements, except fraudulent misstatements, made by You in the Enrollment Form for coverage will be used to void the Policy after the expiration of the two-year period.

A claim for covered loss incurred beginning [12] months after a Covered Person's Certificate Effective Date will not be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss existed before the Certificate Effective Date of coverage.

CONFORMITY WITH STATE STATUTES

Any provision of the Policy which, on its effective date, is in conflict with the statutes of the state in which the Policy is delivered is hereby amended to conform to the minimum requirements of those statutes.

NO ASSUMPTION OF LIABILITY

Our payment of any claim does not mean We have assumed liability for future payments for the same condition or any related condition once:

1. We determine that no covered loss occurred; or
2. We determine that Our payment was erroneous or inappropriate.

Standard Life and Accident Insurance Company

Standard Life and Accident Insurance Company

Home Office: One Moody Plaza, Galveston, Texas, 77550

Toll-Free Telephone Number: 1-888-350-1488

(A Stock Insurance Company hereafter referred to as "Standard Life", "We", "Us", "Our" or "the Company")

GROUP CRITICAL ILLNESS INSURANCE POLICY

GROUP POLICY NUMBER:	[123456789]
POLICYHOLDER:	[ABC Association]
POLICY EFFECTIVE DATE:	[June 1, 2012]
ANNIVERSARY DATE:	[June 1 st]
STATE OF ISSUE:	Missouri

This Policy is a legal contract between the Policyholder and the Company. The Company agrees to insure eligible members of the Policyholder against loss covered by this Policy subject to its provisions, limitations, and exclusions. This Policy is non-participating.

This Policy is issued in consideration of the statements set forth in the signed Policy Application, which is attached to and made part of this Policy. This Policy will take effect as 12:01 am on the Policy effective date and will terminate at 12:01 am on the date of termination.

PREMIUMS. Premiums may be changed and are due as stated in the **Premiums** section.

30 DAY RIGHT TO EXAMINE CERTIFICATE. The Certificateholder has 30 days from the date of receipt to examine the Certificate and return for any reason, by delivering it in person or by regular mail to the Company, its agency office or the agent who sold it to the Certificateholder. The Company will refund any premium paid and the Company and Certificateholder will be in the same position as if a Certificate had never been issued.

THIS IS NOT A MEDICARE SUPPLEMENT POLICY. If any Covered Person is eligible for Medicare, such person should review the "Guide to Health Insurance for People with Medicare" available from the Company.

The Certificateholder has the right to review this Policy during usual business hours at the Group Policyholder's office.

This Policy is governed by the laws of the state in which this Policy was issued and delivered.

Signed for Us on the Policy Effective Date.



Secretary



President

NOTICE TO BUYER:

POLICIES OF THIS CATEGORY ARE DESIGNED TO PROVIDE LUMP SUM PAYMENTS FOR LISTED CRITICAL ILLNESSES ONLY. THIS POLICY DOES NOT PROVIDE FOR REIMBURSEMENT OF ANY MEDICAL EXPENSES.

BENEFITS PROVIDED ARE A SUPPLEMENT, AND NOT INTENDED AS A SUBSTITUTE FOR MEDICAL EXPENSE COVERAGE OR DISABILITY INSURANCE.

PLEASE READ THIS POLICY CAREFULLY!

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POLICY SCHEDULE OF BENEFITS

POLICYHOLDER: [ABC Association]

POLICY NUMBER: [SLA012345]

POLICY EFFECTIVE DATE: [June 1, 2011]

STATE OF ISSUE: [State]

[BENEFIT AMOUNTS AVAILABLE UNDER THIS POLICY ARE CHOSEN BY THE CERTIFICATEHOLDER IN THE CERTIFICATEHOLDER'S APPLICATION AND SHOWN IN THE CERTIFICATEHOLDER'S CERTIFICATE OF COVERAGE.]

[PLAN

[OPTION 1][OPTION 2][OPTION 3][OPTION 4]

[BENEFITS OTHERWISE PAYABLE ARE REDUCED 50% ON THE LATER OF A COVERED PERSON'S AGE 70 OR THE 5TH ANNIVERSARY OF HIS/HER CERTIFICATE EFFECTIVE DATE]

CERTIFICATEHOLDER –

Initial Benefit Amount – [\$2,500 - \$500,000]

Maximum Benefit Amount – 3 TIMES THE INITIAL BENEFIT AMOUNT

[SPOUSE -

Initial Benefit Amount – [\$2,500 - \$500,000]

Maximum Benefit Amount – 3 TIMES THE INITIAL BENEFIT AMOUNT

[CHILD –

Initial Benefit Amount – [\$2,500 - \$500,000]

Maximum Benefit Amount – 3 TIMES THE INITIAL BENEFIT AMOUNT

	BENEFIT PERCENTAGE
CATEGORY 1 CRITICAL ILLNESSES -	
• Invasive Cancer (Diagnosis more than [30, 90] days after the Certificate Effective Date)	100%
• Invasive Cancer (Diagnosis during the first [30, 90] days after the Certificate Effective Date)	10%
• Cancer In Situ (Diagnosis more than [30, 90] days after the Certificate Effective Date)	25%
• Cancer In Situ (Diagnosis during the first [30, 90] days after the Certificate Effective Date)	2.5%
CATEGORY 2 CRITICAL ILLNESSES -	
• Heart Attack	100%
• Stroke	100%
• Heart Transplant or Combination Heart and Other Major Organ Transplant	100%
• Coronary Artery Bypass Surgery	25%
• Angioplasty	25%
• Aortic Surgery	25%
• Heart Valve Replacement/Repair Surgery	25%
CATEGORY 3 CRITICAL ILLNESSES -	
• Major Organ Transplant, not covered in Category 2	100%
• Coma	100%
• Paralysis	100%
• End-Stage Renal Failure	100%

PREMIUM RATES:

Premium rates are shown in the Certificate's Schedule of Benefits.

[INTENTIONALLY LEFT BLANK]

DEFINITIONS - GENERAL

AGE means a Covered Person's Age as of his/her last birthday.

ANGIOPLASTY means the actual undergoing of a percutaneous transluminal angioplasty deemed Medically Necessary to correct a narrowing or blockage of one or more coronary arteries. A Physician, board-certified as a Cardiologist, must perform the Procedure. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures are excluded.

AORTIC SURGERY means the actual undergoing of surgery for disease of the aorta needing excision and surgical replacement of a portion of the diseased aorta with a graft. The surgery must be deemed Medically Necessary and performed by a Physician, board-certified as a cardiovascular surgeon, thoracic surgeon, or vascular surgeon. Aorta is limited to the thoracic and abdominal aorta, but not its branches.

CANCER IN SITU means a Diagnosis of Cancer wherein the tumor cells still lie within the tissue of origin without having invaded neighboring tissue. Cancer in Situ includes

1. early prostate cancer Diagnosed as T1N0M0 or equivalent staging; and
2. melanoma not invading the dermis.

Cancer in Situ does not include

1. other skin malignancies; or
2. pre-malignant lesions (such as intraepithelial neoplasia); or
3. benign tumors or polyps.

Cancer in Situ must be Diagnosed pursuant to a Pathological or Clinical Diagnosis.

CERTIFICATE EFFECTIVE DATE is the date coverage begins for each Covered Person under this Policy. It will be different for a Covered Person added to this Policy after the original date of issue or when a change in coverage for any Covered Person occurs. Each Covered Person's Certificate Effective Date is shown in the Certificate's Schedule of Benefits.

CERTIFICATEHOLDER means the association member and Applicant named in the Enrollment Form who alone, has ownership privileges under this Policy. These privileges include, but are not limited to, his/her right to change coverage under this Policy for themselves or any Covered Person.

CLINICAL DIAGNOSIS means a Diagnosis of Invasive Cancer or Cancer In Situ based on the study of symptoms and Diagnostic test results. We will accept a Clinical Diagnosis of Cancer only if the following conditions are met:

1. a Pathological Diagnosis cannot be made because it is medically inappropriate or life threatening;
2. there is medical evidence to support the Diagnosis; and
3. a Physician is treating the Covered Person for Invasive Cancer and/or Cancer In Situ.

CLOSE RELATIVE means anyone related to a Covered Person by blood, marriage, or adoption; or a court appointed representative.

COMA means the diagnosis, by a Legally Qualified Physician board-certified as a Neurologist, that a Covered Person is in a state of unconsciousness:

1. from which he/she cannot be aroused;
2. in which external stimulation will produce no more than primitive avoidance reflexes; and
3. such state has persisted continuously for at least 96 hours.

No benefit is payable for Coma if Coma is the result of a Critical Illness for which benefits are otherwise payable under this Policy.

CORONARY BYPASS SURGERY means the actual undergoing of coronary artery bypass surgery using either a saphenous vein or internal mammary artery graft for the treatment of coronary heart disease deemed Medically Necessary to correct a narrowing or blockage of one or more coronary arteries. The Procedure must be performed by a Physician, board-certified as a cardiovascular surgeon or thoracic surgeon. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures are excluded.

COVERED PERSON means the Certificateholder, the Certificateholder's spouse or Dependent children, listed as a Covered Person in the Certificate Schedule of Benefits and for whom premium has been paid.

CRITICAL ILLNESS means any of the medical conditions or procedures, shown in the Certificate Schedule of Benefits, that is first Diagnosed or first performed as the result of a Diagnosis, each made after the respective Covered Person's Certificate Effective Date.

DATE OF DIAGNOSIS means the date the Diagnosis is established by a Physician, through the use of clinical and/or laboratory findings as supported by the Covered Person's medical records. For a procedure, it is the date the Covered Person undergoes the procedure.

DEPENDENT means a Certificateholder's family as follows:

1. The lawful Spouse[*], if not legally separated or divorced;
2. Unmarried children (whether natural, adopted or stepchildren) under the limiting age of 26; or
3. Unmarried children for whom the Certificateholder is required to provide insurance under a medical support order or an order enforceable by a court.

[*The term "Spouse" as used throughout this Policy will also mean the Certificateholder's legal Domestic Partner.]

DIAGNOSIS means the definitive establishment by a Physician of the Critical Illness through the use of clinical and/or laboratory findings.

[DOMESTIC PARTNER means an opposite or same sex person with whom a Certificateholder maintains a committed relationship and shares a familial relationship characterized by mutual caring and the sharing of a mutual residence and who has registered under the state law as domestic partners. Each partner must:

1. Be at least 18 years old and competent to contract;
2. Be the sole domestic partner of the other person; and
3. Not be married.]

END-STAGE RENAL FAILURE means the chronic and irreversible failure of both of a Covered Person's kidneys, which requires the Covered Person to undergo periodic and ongoing dialysis. The Diagnosis must be made by a Physician.

ENROLLMENT FORM means the form(s) that the Certificateholder (and the Certificateholder's spouse, if any) signed to apply for coverage under this Policy. It also includes any other document approved by the Company that the Certificateholder uses to apply for or change coverage under this Policy.

FIRST OCCUR(S)/FIRST OCCURRING/FIRST OCCURRENCE means the occurrence, Diagnosis, or procedure is the first time ever in the Covered Person's lifetime that he/she has experienced such Critical Illness, been Diagnosed with that specific condition included as a Critical Illness, or undergone a specific procedure included as a Critical Illness.

HEART ATTACK means an Acute Myocardial Infarction resulting in:

1. the death of a portion of the heart muscle (myocardium) due to a blockage of one or more coronary arteries; and
2. resulting in the loss of the normal function of the heart.

The Diagnosis must be made by a Physician and based on both:

1. new clinical presentation and electrocardiographic changes consistent with an evolving heart attack; and
2. serial measurement of cardiac biomarkers showing a pattern and to a level consistent with a Diagnosis of Heart Attack.

Established (old) Myocardial Infarction is excluded.

HEART VALVE REPLACEMENT/REPAIR SURGERY means the actual undergoing of open heart surgery to replace or repair one or more valves. The surgery must be deemed Medically Necessary and performed by a Physician, board-certified as a cardiovascular surgeon or thoracic surgeon.

INVASIVE CANCER means a malignant neoplasm, which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue through the basement membrane or capsule. "Invasive Cancer" includes, but shall not be limited to any form of:

1. Leukemia;
2. Lymphoma; or
3. Multiple Myeloma

The following are not "Invasive Cancer":

1. pre-malignant lesions (such as intraepithelial neoplasia); or
2. benign tumors or polyps; or
3. early prostate cancer Diagnosed as T1N0M0 or equivalent staging; or
4. Cancer in Situ; or
5. any skin cancer (other than invasive malignant melanoma in the dermis or deeper or skin malignancies that have become metastatic).

Invasive Cancer must be Diagnosed by a Physician, board-certified as a pathologist pursuant to a Pathological or Clinical Diagnosis.

MAJOR ORGAN means a Covered Person's entire liver, kidney, lung, heart, small intestine, pancreas, pancreas-kidney, bone marrow, or stem-cells. No other organ or system is included.

MAJOR ORGAN TRANSPLANT means the placement of an entire Major Organ in a Covered Person, where such Major Organ:

1. originates in a person other than such Covered Person;
2. is somewhat independent from all other parts of the human body; and
3. performs a special or unique function.

A Major Organ Transplant does not include the placement of a mechanical or man-made device or substance which is intended to serve as a substitute for or aid in the performance of the failed Major Organ; nor does it include Major Organ parts such as valves, ducts, arteries, and any other part of a Major Organ, which in and of itself provides no life sustaining purpose. For purposes of this definition, a Major Organ Transplant is considered to have occurred on the date a Covered Person is added to the United Network of Organ Sharing (UNOS) or the National Marrow Donor Program (NMDP) transplant list.

MAXIMUM BENEFIT AMOUNT means the eligible total of Benefit Payments for all Critical Illnesses as stated in the Certificate Schedule of Benefits.

MEDICALLY NECESSARY means that, based on generally accepted current medical practice, a service is necessary and appropriate for the Diagnosis or treatment of a Critical Illness. We do not consider a service Medically Necessary if:

1. It is provided only as a convenience to the Covered Person or provider; or
2. It is not appropriate treatment for the Covered Person's Diagnosis or symptoms;
3. It exceeds (in scope, duration, or intensity) that level of care that is needed to provide safe, adequate, and appropriate diagnosis or treatment.

PATHOLOGICAL DIAGNOSIS means Diagnosis based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of Diagnosis must be done by a Physician who is a board certified pathologist and whose Diagnosis of malignancy conforms to the standards set by the American College of Pathology.

PARALYSIS means a Covered Person's complete and permanent loss of use, not including amputation, of two or more limbs through neurological injury for a continuous period of at least 180 days, confirmed by a Legally Qualified Physician board-certified as a Neurologist. No benefit is payable for Paralysis if Paralysis is the result of a Critical Illness for which benefits are otherwise payable under this Policy.

PHYSICIAN means a person, other than a Covered Person, a Close Relative, or a business or professional partner who is:

1. duly licensed to practice medicine in the jurisdiction where the Diagnosis is made, or the procedure performed where such jurisdiction is a continuing member of the United States of America or a territory within the jurisdiction of the United States of America (embassies, military zones, and similarly designated non-domestic extensions of the United States government are not included); and
2. acting within the scope of his/her license.

POLICYHOLDER means the entity or plan sponsor to whom this Policy is issued and approved by the Company.

PRE-EXISTING CONDITION means a medical condition relating to a Critical Illness, not otherwise excluded by name or specific description:

1. for which medical advice, testing, care, treatment or medication was given or was recommended by, or received from, a Physician within 12 months before the Covered Person's Certificate Effective Date; or
2. that would have caused a reasonably prudent person to seek medical Diagnosis or treatment within 12 months before his/her Certificate Effective Date.

Critical Illness related to such a medical condition is not covered within 12 months of a Covered Person's Certificate Effective Date

STROKE means any acute cerebrovascular accident producing neurological impairment and resulting in paralysis or other measurable objective neurological deficit persisting for at least 96 hours and expected to be permanent. Transient ischemic attack (mini-stroke), head injury, chronic cerebrovascular insufficiency and reversible ischemic neurological deficits are excluded. The Diagnosis must be made by a Physician.

ELIGIBILITY AND EFFECTIVE DATES

The Policy Effective Date is shown on the cover page of this Policy and in the Policy Schedule.

ELIGIBILITY

An eligible association member may apply for coverage for the association member, the association member's spouse and any of the association member's Dependent children. We must find each proposed Covered Person acceptable based on Our rules in effect at the time association member completes the Enrollment Application.

No proposed Covered Person may be eligible for insurance under the Policy as both a Certificateholder and as a Spouse or Dependent Child at the same time. If a Certificateholder and Spouse are both eligible to be covered as a Certificateholder, one but not both, is eligible to cover the Dependent Children. The other Spouse may elect single coverage only.

ON THE CERTIFICATE EFFECTIVE DATE

The Certificate Schedule of Benefits shows Covered Persons initially covered under the Policy. The insurance for a Covered Person will take effect on the Certificate Effective Date assigned by Us and shown in the Certificate Schedule of Benefits.

AFTER THE CERTIFICATE EFFECTIVE DATE

Eligible persons may apply for coverage after the Certificate Effective Date. The eligible person must complete a new application and submit evidence of insurability if requested by Us. Acceptance for coverage will be in accordance with Our rules in effect on any application date. The insurance for a Covered Person will take effect on the Certificate Effective Date assigned by Us.

NEWBORN CHILDREN

The Certificateholder's newborn child is automatically covered from the moment of birth until such child is 31 days old. Coverage for newborns shall be the same as for all other covered Dependents under the Certificateholder's coverage. If the Certificateholder does not have other covered Dependents and wants uninterrupted coverage, the Certificateholder will have the option to add Dependent child coverage to their coverage. The Certificateholder must notify the Company in writing within 31 days of such birth and pay the required additional premium (if any), in order to have coverage for the newborn child continue beyond such 31 day period.

ADOPTED CHILDREN

An adopted child is automatically covered for the first 31 days from the date of placement for the purpose of adoption by the Certificateholder or the date of the entry of an order granting the Insured custody of the child. Coverage for such child will be the same as for all other covered Dependents under the Certificateholder's coverage. If the Certificateholder does not have other covered Dependents and wants uninterrupted coverage, the Certificateholder will have the option to add Dependent child coverage to their coverage. The Certificateholder must notify the Company in writing within 31 days of the date of placement or the date of the entry and pay the required additional premium (if any), in order to have coverage for the adopted child continue beyond such 31 day period.

Coverage for a child that is placed with the Certificateholder for adoption will continue in accordance with the provisions of this Policy, unless the placement is disrupted prior to legal adoption and the child is removed from placement.

TERMINATION AND CONVERSION

POLICY TERMINATION

The Company or the Policyholder can terminate or non-renew coverage under this Policy under any of the following conditions:

1. the Company or the Policyholder requests termination of this Policy; or
2. the Policyholder has performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact in applying for coverage or under the terms of this Policy, subject to the provision titled Time Limit on Certain Defenses.

If coverage is non-renewed by the Company, We will provide advance notice of termination in accordance with state law.

COVERED PERSON'S TERMINATION

The Company can terminate coverage under this Policy as of any premium due date under any of the following conditions:

1. The Certificateholder fails to pay premiums or contributions in accordance with the terms of this Policy, or We have not received timely premium payments;
2. The Certificateholder or a Covered Person has performed an act or practice that constitutes fraud with respect to activities under this Policy;
3. The Certificateholder no longer resides, lives, or works in an area where We have authority to do business. We will only apply this provision if We end coverage uniformly and without regard to any health status related factor of a Covered Person;
4. We are ceasing to offer coverage in the group association insurance market in accordance with applicable state law;
5. The Certificateholder ceases to be a member of the association; or
6. Each individual Covered Person's coverage will terminate upon payment of that Covered Person's individual Maximum Benefit Amount to the Certificateholder. Termination of a Covered Person's coverage may result in a change in premium.

Notice of termination will be provided in accordance with state law.

Subject to the conditions listed above, We cannot refuse to renew coverage:

1. Just because of a change in a Covered Person's health or the type of work the Covered Person performs; or
2. Just because of the claims filed by or on behalf of a Covered Person, unless the claims are fraudulent.

Termination of coverage will not affect a claim for a covered loss that occurred while the coverage was in force under this Policy.

TERMINATION UPON THE CERTIFICATEHOLDER'S DEATH

The Certificateholder will cease to be a Covered Person on the date of his/her death and his/her certificate will terminate. If the Certificateholder has a spouse who is a Covered Person when the Certificateholder dies, coverage may be continued with the spouse becoming a member of the association and being designated as the Certificateholder under this Policy. If the spouse does not become an association member, coverage under the certificate will terminate for all Covered Persons. Covered Persons may become eligible for a conversion policy as provided in the Conversion Privilege provision.

TERMINATION OF SPOUSE'S COVERAGE

The Certificateholder's spouse will cease to be a Covered Person at the earlier of the date of the spouse's death or the next premium due date after the Certificateholder and his or her spouse become legally divorced or legally separated.

TERMINATION OF A CHILD'S COVERAGE

A child's coverage will terminate at the earlier of:

1. The date of the Certificateholder's death (if there is no surviving spouse covered under this Policy);
2. The date of the child's death;
3. The next premium due date after the child's marriage; or
4. The next premium due date after the child ceases to meet the requirements of an eligible Dependent.

CONTINUATION OF COVERAGE FOR AN INCAPACITATED CHILD

When a Dependent child reaches the limiting age as defined in the definition of Dependent and continues to be both:

1. incapable of self-sustaining employment by reason of mental incapacity or physical handicap; and
 2. remains dependent upon the Certificateholder for support and maintenance,
- coverage for such child will continue while the coverage is in force and so long as such incapacity continues and the applicable premium is paid.

Satisfactory proof must be submitted to Us by the Certificateholder within 31 days of such termination date. During the next two years we may, from time to time, require proof of the continuation of such condition and dependence. After that, we may require proof no more than once a year. The premium for such child's continued coverage will be the same as for an adult of like age and gender.

CONVERSION PRIVILEGE

In certain cases, if coverage ends under this Policy, a Covered Person will be able to buy a conversion policy with the Company. We will issue the conversion Policy without regard to health status, but subject to the rules below:

Who May Convert

The following Covered Persons, whose coverage has ended under this Policy, may buy a conversion Policy:

1. A current spouse upon the death of the Certificateholder; or
2. A former spouse, if there is a legal divorce or legal separation; or
3. A child who no longer meets the definition of a Dependent child.

What Must Be Done

The Covered Person must apply to the Company in writing not more than 31 days after coverage under this Policy ends. The first full premium for the conversion Policy must be paid with the Application. The premium for the conversion Policy will be determined in accordance with Our table of premium rates applicable to the age and class of risk of each person to be covered under the conversion Policy and to the type and amount of insurance provided.

The Conversion Policy

The conversion Policy will be similar to this Policy at the option of the Company. Loss for which benefits may be paid under this Policy will not be covered under the conversion Policy.

When Not Available

Conversion will not be available for any Covered Person if coverage ends because:

1. Premiums were not paid in the time allowed under this Policy;
2. The date the Covered Person performs an act or practice that constitutes fraud, or is found to have made an intentional misrepresentation of material fact, relating in any way to this Policy, including claims for benefits under this Policy; or
3. The Covered Person resides in a state in which We are not authorized to do business and/or We do not have any applicable forms approved for use in that state.

The conversion policy will not exclude, as a Pre-Existing Condition, or not consider as First Occurring, any condition covered by this Policy; provided, however, that the conversion policy may provide for a reduction of its benefits by the amount of any such benefits payable under this Policy after the individual's insurance terminates.

CRITICAL ILLNESS COVERAGE

In accordance with all the terms and conditions of this Policy and upon Diagnosis providing evidence that a Covered Person has a Critical Illness First Occurring after the Covered Person's Certificate Effective Date, the Company will pay the Certificateholder the percentage of the Initial Benefit Amount shown in the Certificate Schedule of Benefits for the Diagnosed Critical Illness.

Benefits will be paid to the Certificateholder in a lump-sum. Benefits paid on behalf of each Covered Person will not exceed the Maximum Benefit Amount. Upon payment of the Maximum Benefit Amount on behalf of a Covered Person, coverage for such Covered Person will terminate.

Benefits are payable under this Policy for a Covered Person from each of the Benefit Categories shown in the Certificate Schedule of Benefits when such Covered Person is Diagnosed with a Critical Illness. However, the total benefit payable under each Category will not exceed the Initial Benefit Amount, also shown in the Certificate Schedule of Benefits.

If the first benefit paid from a Category is a 100% benefit, no further benefits for other Critical Illnesses under the same Category will be paid. If the first benefit paid under a Category is not a 100% benefit, subsequent benefits payable under the same Category will be paid as a percentage of the Initial Benefit Amount until the sum of all payments from that same Category equals the Initial Benefit Amount. Then, no further benefits will be paid under that Category, except as provided under the Recurrence Benefit.

RECURRENCE BENEFIT – In addition to all other benefits otherwise paid under this Policy, if a Category 2 & 3 Critical Illness for which a 100% benefit has been previously paid recurs more than 18 months following its First Occurrence and prior to the total paid benefits exceeding the Maximum Benefit Amount, We will pay a benefit of 25% of the Initial Benefit Amount paid for up to two (2) such recurrences.

However, for any benefit to be paid under this provision, coverage under this Policy must be in effect for the Covered Person on the date recurrence is Diagnosed and the Covered Person must have been treatment free (except for maintenance medication and follow-up visits) for 12 months prior to the recurrence.

REDUCED BENEFIT PERIOD - If a Category 1 Critical Illness is Diagnosed within [30 – 90] days of a Covered Person's Certificate Effective Date, the following Critical Illnesses will be limited to the respective maximum benefit percentage shown below. In addition, no other benefits for Category 1 Critical Illnesses will be paid.

Invasive Cancer - 10%
Cancer In Situ - 2.5%

ADDITIONAL BENEFIT – If benefits under this Policy are paid when the Certificateholder has been Diagnosed as having any of the following Critical Illnesses: Invasive Cancer; Heart Attack; Stroke; Major Organ Failure; Coma; or Paralysis, more than 90 days after the Certificate Effective Date, then an additional benefit equal to the value of 6 times the then current monthly premium for the Certificateholder's coverage will be paid to the Certificateholder.

This Additional Benefit is provided only as the result of the First Occurrence of a Certificateholder's Critical Illness and does not apply to any claim made under the Recurrence Benefit or a claim made by any other Covered Person.

EXCLUSIONS AND LIMITATIONS

[Benefits otherwise payable under this Policy are reduced 50% on the later of a Covered Person's Age 70 or his/her 5th Certificate Effective Date anniversary.]

Unless the Covered Person's Critical Illness First Occurs or is Diagnosed while coverage is in force under this Policy, no benefit will be payable.

No benefit is payable for Coma or Paralysis if Coma or Paralysis is the result of a Critical Illness for which benefits are otherwise payable under this Policy.

With the exception of benefits that may be paid on behalf of a Covered Person in accordance with the Recurrence Benefit:

1. The sum of benefits paid for a Covered Person under each Category shall not exceed 100% of the Initial Benefit Amount for each Category; and
2. The sum of all benefits payable for a Covered Person under this Policy shall not exceed the Maximum Benefit Amount shown in the Certificate Schedule of Benefits.

Benefits will not be paid for Critical Illnesses in more than a single Category during any 180-day period. However, this does not apply to multiple benefit payments for Critical Illnesses within the same category, unless the Initial Benefit Amount has been paid.

In the event benefits for a Covered Person are paid for a Critical Illness and within 180 days the Covered Person is Diagnosed with a Critical Illness from another Category with no benefit paid, any recurrence of the latter Critical Illness will be treated as an original Diagnosis with benefits paid accordingly.

If two or more Critical Illnesses are Diagnosed at the same proximate time, the benefit paid will be based upon the Diagnosed Critical Illness providing the largest benefit.

The Company will NOT pay benefits for a Critical Illness, if it is caused by or results from:

1. intentional self-inflicted injuries;
2. suicide, or any attempt at suicide, while sane or insane;
3. service in the armed forces or any auxiliary unit of the armed forces;
4. participation in the commission or attempted commission of a felony;
5. participation in a riot or insurrection;
6. alcoholism or drug addiction; or
7. being intoxicated or under the influence of alcohol, drugs, or any narcotic (including overdose) unless administered on the advice of a Physician and taken according to the Physician's instructions. The term "intoxicated" refers to that condition as defined by law and decisions of the jurisdiction in which the accident, cause of loss, or loss occurred.

The Company will NOT pay any benefit for a Critical Illness if:

1. A Critical Illness is Diagnosed outside the United States or a covered procedure is performed outside the United States; or
2. the Covered Person's date of birth, age or sex was misstated in the Enrollment Form and at the correct date of birth, age or sex the coverage would not have become effective or would have terminated.

PREEXISTING CONDITION LIMITATION. Critical Illness caused by or relating to a Preexisting Condition is not covered for the first 12 months after the Certificate Effective Date of each Covered Person.

PREMIUMS

PREMIUM DUE DATE

The initial premium is for the term shown on the Certificate Schedule of Benefits. The renewal premium for later periods of coverage is due on the first day of the next term. The coverage will end (lapse) if the renewal premium in effect is not paid before the end of the Grace Period.

PREMIUM ADJUSTMENT

Premiums are due on the first day of each term of coverage that follows the Certificateholder's Initial Term of Coverage. This is called the Premium Due Date. The required premium will depend on the Certificateholder's premium class. We determine the premium class on each Premium Due Date. We will NOT CHANGE the premium prior to the Certificateholder's first Certificate anniversary, unless coverage changes. After the first Certificate anniversary, We may change premiums anytime, and from time to time, that We decide to change rates for persons in the Certificateholder's class.

Changes will apply to premiums due on or after the effective date of the change. The new rates will apply on a class basis as determined by Us. We will give the Certificateholder 60 days notice before any premium change.

GRACE PERIOD

A grace period may apply to any premium payments made in any mode other than a single premium. Premium payments after the initial premium payment may be paid within the grace period. The grace period will last for 31 days after the due date of the premium payment. During the Grace Period, the coverage will remain in force. However, the Company is not obligated to pay any claims incurred during the Grace Period until the premium due is received. If premium payments are not made by the end of the grace period, the coverage will immediately cease to be in force.

No Grace Period will be provided if the Company receives notice to terminate the Covered Person's coverage prior to a premium due date.

UNPAID PREMIUM

Any due and unpaid premium may be deducted from any benefits then payable.

PREMIUM REFUND AT DEATH

If a Covered Person's coverage terminates due to death, the Company will refund the pro rata unearned portion of any premium paid for such Covered Person.

MISSTATEMENT OF AGE

If a Covered Person has misstated his/her age, the benefits will be those the premium paid, would have purchased if the correct age had been disclosed. However, if on the Effective Date, We would not have granted coverage because of the Covered Person's correct age, We are only liable for the return of any premium paid on account of such person.

REINSTATEMENT

A Certificateholder's coverage will terminate if he/she does not pay a periodic premium payment before the end of the Grace Period. Our later acceptance of premium, (or one of our authorized agents acceptance of premium) without requiring an Enrollment Form for reinstatement, reinstates coverage under this Policy.

We will require an Enrollment Form for reinstatement. We will subject all representations made in this Enrollment Form to all of the provisions of this Policy, including **TIME LIMIT ON CERTAIN DEFENSES**. If We approve the Enrollment Form for reinstatement, We will reinstate coverage as of the approval date of the reinstatement Enrollment Form. If We do not approve the reinstatement and do not notify the Certificateholder in writing of the disapproval, We must reinstate coverage. The reinstatement will take place on the 45th day following the date of the reinstatement Enrollment Form.

The reinstated plan only covers Critical Illness that First Occurs 10 days or more after a Covered Person's date of reinstatement. In all other respects, the Covered Person's rights and Our rights will remain the same, subject to any provisions noted on or attached to the reinstated coverage.

We will apply any premiums that We accept for reinstatement to a period for which premium have not been paid. We will not apply any premium to any period more than 60 days before the reinstatement date.

WE WILL NOT CONSIDER A REQUEST FOR REINSTATEMENT MADE MORE THAN 180 DAYS AFTER COVERAGE UNDER THE POLICY HAS TERMINATED.

CLAIM PROVISIONS

NOTICE OF CLAIM

The Certificateholder must give the Company written notice of a claim. It should be given within 60 days after the occurrence or commencement of any loss covered by this Policy, or as soon thereafter as is reasonably possible. Notice given by the Certificateholder or on behalf of the Employee to Us at our Home Office, or to any authorized agent of the Company, with information sufficient to identify the Covered Person, will be deemed notice to the Company.

CLAIM FORMS

The Company will send the Certificateholder a claim form when a notice of claim is received. If the form is not furnished within 15 days from the time the Employee gives notice, the Certificateholder may fulfill the proof of loss requirements by sending written proof covering the occurrence, the character and the extent of the loss for which claim is made within the time set in Proof of Loss.

PROOF OF LOSS

The Certificateholder must give the Company written proof of loss within 90 days after such loss. If it is not reasonably possible to do so, the Company will not reduce or deny the Certificateholder's claim for being late if proof is given as soon as reasonably possible. It must, however, be given within 15 months from the date of loss, unless the Certificateholder is not legally capable.

TIME OF PAYMENT OF CLAIMS

Benefits payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

PAYMENT OF CLAIMS

Any indemnities unpaid upon the Certificateholder's death may, at Our option, be paid either to the Certificateholder's estate or to a named Beneficiary. All other indemnities will be payable to the Certificateholder.

If any benefit is payable to the estate of the Certificateholder, or to a Certificateholder or Beneficiary who is a minor or otherwise not competent to give a valid release, We may pay such indemnity up to an amount not exceeding \$1,000 to any relative by blood or connection by marriage of the Certificateholder or Beneficiary who is deemed by Us to be equitably entitled thereto. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment.

ASSIGNMENT

A Certificateholder may assign all of his/her rights, privileges and benefits under this Policy without the consent of his/her designated Beneficiary. The Company is not bound by an assignment until the Company receives and files a signed copy. The Company is not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of this Policy.

CHANGE OF BENEFICIARY

The right to change a Beneficiary is reserved for the Certificateholder, and the consent of the Beneficiary or beneficiaries is not required for the surrender or assignment of the benefits, for any change of Beneficiary or beneficiaries, or for any other changes in the coverage.

PHYSICAL EXAMINATIONS AND AUTOPSY

The Company may have a Covered Person examined at its own expense as often as it may reasonably require while their claim is pending under this Policy and to make an autopsy in case of death where it is not forbidden by law.

LEGAL ACTIONS

No action at law or in equity shall be brought to recover under this Policy for at least 60 days after the Certificateholder has given the Company written proof of loss in accordance with the requirements of this Policy. The Certificateholder cannot start such action more than 3 years after the date proof of loss is required to be furnished.

RIGHT OF RECOVERY

When an overpayment has been made by Us, We will have the right to: a) recover that overpayment from the person to whom or on whose behalf it was made; or b) offset the amount of that overpayment from a future claim payment.

GENERAL PROVISIONS

ENTIRE CONTRACT; CHANGES: The Entire Contract will consist of:

- a. This Policy;
- b. The Application of the Group Policyholder, which will be attached to this Policy;
- c. Any Enrollment Forms and attachments for the proposed Covered Persons; and
- d. Any riders, endorsements or amendments issued with or added to this Policy or any Certificate which is a part of this Policy.

In the absence of fraud, all statements made by the Policyholder will be considered representations and not warranties. No written statement made by the Policyholder will be used in any contest unless a copy of the statement is furnished to the Policyholder or his/her Beneficiary or personal representative.

No change in this Policy will be valid until approved by an executive officer of the Company. The approval must be attached to this Policy. No agent may change this Policy or waive any of its provisions. The Company may amend or change this Policy by written agreement with the Policyholder. We may amend or change the Certificate at any time, without the consent of the Policyholder, the Certificateholder, any Covered Person or beneficiary, if required by law. Any amendment will be without prejudice to any charge incurred prior to the effective date of the change.

TIME LIMIT ON CERTAIN DEFENSES

After 2 years from this Policy's effective date, no misstatements, except fraudulent misstatements, made by the Policyholder in the Application for coverage will be used to void this Policy after the expiration of the two-year period.

A claim for loss incurred beginning 12 months after a Covered Person's Certificate Effective Date will not be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss existed before the Certificate Effective Date of coverage.

CONFORMITY WITH STATE STATUTES

Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which the Policyholder is located is hereby amended to conform to the minimum requirements of those statutes.

NO ASSUMPTION OF LIABILITY

Our payment of any claim does not mean We have assumed liability for future payments for the same condition or any related condition once:

1. We determine that no covered loss occurred; or
2. We determine that Our payment was erroneous or inappropriate.

WORKERS' COMPENSATION

This Policy is not in lieu of, is not in any way subject to, and does not affect any requirement for coverage by Workers' Compensation insurance.

CERTIFICATES OF COVERAGE

A Certificate of Coverage will be delivered to each Certificateholder, or to the Policyholder for delivery to the Certificateholder. The Certificate of Coverage will describe insurance coverage to which that person is entitled, to whom the insurance benefits are payable and a statement of the Certificateholder's coverage. The benefits and coverage terms described in the Certificate of Coverage are controlled by the provisions of this Policy and are subject to any changes in this Policy.

POLICY CHANGES

We may agree with the Policyholder to modify a plan of benefits without the Certificateholder's or Dependent's consent.

EXAMINATION OF RECORDS

We will be permitted to examine all of the Policyholder's records relating to this Policy. Examination may occur at any reasonable time while this Policy is in force; or it may occur:

1. at any time for two years after the expiration of this Policy; or, if later,
2. upon the final adjustment and settlement of all Policy claims.

The Policyholder is acting as an agent of the Covered Person for transactions relating to this insurance. The actions of the Policyholder will not be considered Our actions.

STANDARD LIFE AND ACCIDENT INSURANCE COMPANY

MASTER POLICY AMENDMENT FOR RESIDENTS OF ARKANSAS

The Policy to which this Amendment is attached is hereby revised as follows. This Amendment applies to a Covered Person who is a resident of Arkansas. This Amendment is subject to all provisions, terms, definitions, and limitations of the Policy which do not conflict with the provisions of this Amendment.

The certificate form number issued for Covered Person's in the state of Arkansas will be:
SLA-CI11-GAC-AR.

ELIGIBILITY AND EFFECTIVE DATES

The section entitled **NEWBORN CHILDREN** is deleted and replaced with the following:

NEWBORN CHILDREN

The Certificateholder's newborn child is automatically covered from the moment of birth up to 90 days. Coverage for newborns will be the same as for all the Certificateholder's other covered Dependents. If the Certificateholder does not have other covered Dependents and wants uninterrupted coverage, the Certificateholder will have the option to add Dependent child coverage. The Certificateholder must notify the Company in writing within the greater of 90 days or the next premium due date of such birth and pay the required additional premium (if any), in order for coverage for the newborn child to continue beyond such 90 day period.

The section entitled **ADOPTED CHILDREN** is deleted and replaced with the following:

ADOPTED CHILDREN

An adopted child is automatically covered for up to 60 days after filing petition for adoption. Coverage will begin from the moment of birth if the petition for adoption and application for coverage is received within 60 days after the birth of the minor. Coverage for such child will be the same as for all the Certificateholder's other covered Dependents. If the Certificateholder does not have other covered Dependents and wants uninterrupted coverage, the Certificateholder will have the option to add Dependent child coverage. The Certificateholder must notify the Company in writing within 60 days after the filing of the petition for adoption and pay additional premium (if any), in order for coverage of the adopted child to continue beyond such 60 day period.

The coverage will terminate upon the dismissal or denial of a petition for adoption.

The following section is added:

COURT ORDERED CUSTODY

We will not restrict or deny coverage due to the fact that: 1) a Dependent child does not reside with the noncustodial parent; or 2) the parent-child relationship was established through a paternity action; or 3) the minor child is covered through the state-administered Medicaid program; or 4) the minor child is not claimed as a dependent on the noncustodial parent's federal or state income tax return.

TERMINATION AND CONVERSION

The section entitled **CONTINUATION OF COVERAGE FOR AN INCAPACITATED CHILD** is deleted and replaced with the following:

CONTINUATION OF COVERAGE FOR AN INCAPACITATED CHILD

Coverage for a mentally or physically handicapped Dependent child that is covered under this Policy and who became incapacitated prior to their 26th birthday will not end when scheduled if the child depends on the Certificateholder for primary support and maintenance. Proof of the incapacity or dependency must be furnished to Us at Our expense. The premium for such child's continued coverage will remain at the child rate until the child is no longer dependent or incapacitated. The Certificateholder must notify Us if the incapacity or dependency is removed or terminated.

Signed for Standard Life and Accident Insurance Company by:



Secretary



President



Standard Life and Accident Insurance Company
Mailing Address: P.O. Box 696870, San Antonio, TX 78269
888.350.1488



ENROLLMENT FORM FOR CRITICAL ILLNESS INSURANCE – ASSOCIATION MEMBER

Requested Effective Date _____

Applicant Name _____

Member Number _____

Gender: ☐ Male ☐ Female

Date of Birth _____

Applicant Address _____

City _____ State _____ Zip _____

Daytime Phone Number _____ Email _____

PLAN OPTIONS

Plan Selection _____

Coverage: ☐ Member Only ☐ Member + 1 ☐ Family

SPOUSE AND DEPENDENT INFORMATION (If other than Member Only coverage applied for.)

Dependent Name

Date of Birth

(Spouse) _____

I agree that my voice or electronic signature serves as my original signature.

Voice/Electronic Signature

Applicant Signature

Date

SLAC12

State:	Arkansas	Filing Company:	Standard Life and Accident Insurance Company
TOI/Sub-TOI:	H07G Group Health - Specified Disease - Limited Benefit/H07G.001 Critical Illness		
Product Name:	Gr Assoc CI		
Project Name/Number:	Gr Assoc CI/Gr Assoc CI		

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	08/09/2012
Comments:			
Attachment(s):			
Readability Cert.pdf			

		Item Status:	Status Date:
Bypassed - Item:	Application	Approved-Closed	08/09/2012
Bypass Reason:	THE APPLICATION IS FILED UNDER THE FORMS TAB		
Comments:			

		Item Status:	Status Date:
Satisfied - Item:	CCN-AR3	Approved-Closed	08/09/2012
Comments:	Arkansas notice that will accompany all new issues.		
Attachment(s):			
Notice.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Group Association bylaws, articles, etc	Approved-Closed	08/09/2012
Comments:			
Attachment(s):			
AAIA name change to UCAA.PDF			
executed master policy application.pdf			
UCA Board Meeting Minutes 052912 signed.pdf			
UCA Bylaws 050112.pdf			
UCA name change amend.pdf			
UCAA 2011 Annual Board Mtg Minutes.pdf			
UCAA By laws.pdf			

State:	Arkansas	Filing Company:	Standard Life and Accident Insurance Company
TOI/Sub-TOI:	H07G Group Health - Specified Disease - Limited Benefit/H07G.001 Critical Illness		
Product Name:	Gr Assoc CI		
Project Name/Number:	Gr Assoc CI/Gr Assoc CI		

		Item Status:	Status Date:
Satisfied - Item:	Replacement and Duplication Notices	Approved-Closed	08/09/2012
Comments:			
Attachment(s):			
Duplication_Notice.pdf			
REPLACEMENT NOTICE.pdf			

		Item Status:	Status Date:
Satisfied - Item:	STATEMENT OF VARIABILITY	Approved-Closed	08/09/2012
Comments:			
Attachment(s):			
SOV.pdf			



READABILITY CERTIFICATION

We hereby certify that the following forms have achieved a Flesch scale readability score which meets the minimum reading ease score as required by your state:

SLA-CI11-GAC-AR
SLA-CI11-GAP
MPAGAC-AR
SLACI12

A handwritten signature in black ink, which appears to read "James P. Stelling". The signature is fluid and cursive, with a large, sweeping flourish at the end.

James P. Stelling
Vice President, Health Compliance

August 8, 2012

**IMPORTANT INFORMATION FOR
ARKANSAS POLICYOWNERS**

If you have questions about your policy or a claim you have filed, please contact your insurance company or your agent:

Standard Life and Accident Insurance Company
C/O Customer Service Department
P.O. Box 696820
San Antonio, Texas 78269

Telephone: 1-888-350-1488
1-409-763-4661

Agent _____
Address _____

Telephone _____

If you are unable to resolve a problem with your insurance company or your agent, you may contact the Arkansas Department of Insurance:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201-1804

Telephone: 1-800-852-5494
1-501-371-2640
E-Mail: Insurance@mail.state.ar.us
Web Site: www.state.ar.us/insurance

CCN-AR3

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF AMENDMENT
OF A
MISSOURI NONPROFIT CORPORATION

WHEREAS,

UNITED CONSUMER AWARENESS ASSOCIATION

Formerly,

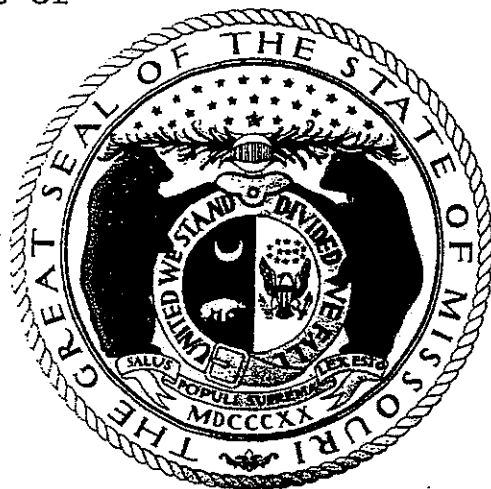
ACUPUNCTURE INTERNATIONAL ASSOCIATION, INC.

a corporation organized under The Missouri Nonprofit Corporation Law has delivered to me duplicate originals of Articles of Amendment of its Articles of Incorporation and has in all respects complied with requirements of law governing the amendment of Articles of Incorporation under The Missouri Nonprofit Corporation Law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 21st day of APRIL, 2000.

Rebecca McDowell Cook
Secretary of State

\$10.00





State of Missouri

Rebecca McDowell Cook, Secretary of State

P. O. Box 778, Jefferson City, MO 65102

CORPORATION DIVISION
ISSUED

Articles of Amendment for a Nonprofit Corporation

(Submit in duplicate with filing fee of \$10.00)

APR 21 2000

The undersigned corporation, for the purpose amending its articles of incorporation, hereby executes the following articles of amendment:

(1) The name of corporation is: Acupuncture International Association, Inc.

(2) The text of the amendment(s) and the date(s) of adoption are as follows:

Article number One is amended to read as follows:

The name of the corporation is:

United Consumer Awareness Association

Adopted 3-30-00

Article number Five is amended to read as follows: See

(3) If approval of members was not required, and the amendment(s) was approved by a sufficient vote of the board of directors or incorporators, check here and skip to number (5): ☒ See Attach.

(4) If approval by members was required, check here and provide the following information: _____

A. Number of memberships outstanding: _____

B. Complete either i or ii.

i. Number of votes for and against the amendment(s) by class was:

Class:	Number entitled to vote:	Number voting for:	Number voting against:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ii. Number of undisputed votes cast for the amendment(s) was sufficient for approval, and was:

Class:	Number voting undisputed:
_____	_____
_____	_____
_____	_____

The number of votes cast in favor of the amendment(s) by each class was sufficient for approval by that class.

(5) If approval of the amendment(s) by some person(s) other than the members, the board or the incorporators was required pursuant to section 355.606, check here to indicate that approval was obtained: _____

In affirmation of the facts stated above,

[Signature]
(Authorized signature of officer or chairman of the board)

Vice President
(Title)

4/20/00
(Date of signature)



State of Missouri . . . Office of Secretary of State

ROY D. BLUNT, Secretary of State
CORPORATION DIVISION

Articles of Incorporation
of a
General Not For Profit Corporation AND CERTIFICATE OF
INCORPORATION ISSUED

Filing Fee \$10.00

APR 24 1987

Roy D. Blunt

HONORABLE ROY D. BLUNT
SECRETARY OF STATE
STATE OF MISSOURI
P.O. BOX 778
JEFFERSON CITY, MO 65102

We the undersigned,

(Not less than three)

Type or Print Name	Number	Street	City	State	Zip
William F. White, D. C.,	8117	Amherst,	St. Louis,	Missouri	63130
Carol Ann Lee,	9332	White,	Brentwood,	Missouri	63144
Susan Marie Slazinik,	9337	Parkside Drive,	St. Louis,	Missouri	63144

being natural persons of the age of eighteen years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not For Profit Corporation Law" of the State of Missouri, do hereby adopt the following Articles of Incorporation:

1. The name of the corporation is: ACUPUNCTURE INTERNATIONAL ASSOCIATION, INC.

2. The period of duration of the corporation is: Perpetual
(Please state "perpetual" or a definite number of years)

3. The address of its initial Registered Office in the State of Missouri is: 2330 S. Brentwood Boulevard
St. Louis, Missouri 63144-2096
(City) (Zip) and

the name of its initial Registered Agent at said Address is: George G. White, Sr.

4. The first Board of Directors shall be three in number, their names and addresses being as follows:
(At least three required)

Type or Print Name	Number	Street	City	State	Zip
William F. White, D. C.,	8117	Amherst,	St. Louis,	Missouri	63130
Carol Ann Lee,	9332	White,	Brentwood,	Missouri	63144
Susan Marie Slazinik,	9337	Parkside Drive,	St. Louis,	Missouri	63144

5. The purpose or purposes for which the corporation is organized are:

To coordinate, manage, schedule and arrange educational meetings, tours, seminars, conventions, etc. concerning Acupuncture and natural healing methods for members of the healing arts and the general public. To promote good health and healing.

To exercise any and all and every power which a non-profit corporation may do under the laws of the State of Missouri.

Article number Five (5) is amended to read as follows:

The purpose or purposes for which the corporation is organized are:

To provide information, education, products and services which would improve consumer awareness to United Consumer Awareness Association members.
To enrich the lives of its members by providing products and services at a discount, as well as any other activity permitted under the Missouri Not-For-Profit Corporation Act.

Adopted: 3/30/00

FILED AND CERTIFICATE
ISSUED

APR 21 2000

Rebecca McDowell Cook
SECRETARY OF STATE

STANDARD LIFE AND ACCIDENT INSURANCE COMPANY

Home Office: One Moody Plaza, Galveston, Texas 77550

Toll-Free Telephone Number: 1-888-350-1488

A Stock Company hereafter referred to as "Standard Life", "We", "us", "our" or "the Company"

MASTER APPLICATION

Request is hereby made to Standard Life and Accident Insurance Company for group insurance as indicated below:

Applicant's Name: Unified Caring Association

Insurance Applied For: Group Critical Illness Insurance Policy – Form SLA-CI11-GAP

Proposed Effective Date: _____

This program shall become effective only upon issuance of a written agreement executed by a duly authorized officer of Standard Life and Accident Insurance Company. Any statements in this application are deemed to be representations and not warranties. The terms of the policy are hereby accepted and approved and take effect on the effective date specified in the Policy. It is agreed that this application supersedes any previous application for this Policy.

FRAUD WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any Insurer, makes any claim for the proceeds of an insurance Policy containing any false, incomplete or misleading information may be guilty of a felony.



Signature of Authorized Representative

7/31/12

Date

PRESIDENT

Title

**Minutes of the Board of Directors
of the Unified Caring Association ("UCA")**

This special board meeting was called for the purpose of reorganizing the corporation in view of the amendment of Articles of Incorporation and By-Laws of the Mutual Benefit Non-Profit Corporation. The meeting of Board of Directors of the Unified Caring Association (UCA) was held on Tuesday, May 29, 2012 at 201 North Mount Shasta Blvd., Mt. Shasta, California.

Attending the meeting was:

Lane Michel

Luna Russo

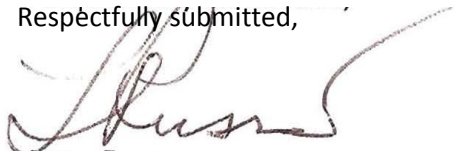
Dylan Coleman (via phone)

The certified copy of the amended Articles of Incorporation changing the name of the corporation to Unified Caring Association was presented. The President presented the certified copy with the official filing date of May 18, 2012 in the State of Missouri and Official Filing Number N00036482. This document was placed into the Book of Minutes of the Corporation

The President presented to the meeting a form of By-Laws which were duly endorsed and discussed. All present unanimously approved that the By-Laws are adopted as and for By-Laws of this Mutual Benefit Non-Profit Corporation and directed the Secretary to insert the By-Laws into the Book of Minutes of the Corporation.

The meeting was adjourned with no further Board actions pending.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'Luna Russo', is written over a faint horizontal line.

Luna Russo,
Secretary

**BYLAWS
OF
UNIFIED CARING ASSOCIATION (UCA)**

**Article 1.
Purpose and powers**

1.01 Purposes. The corporation is organized for any lawful purpose or purposes as set forth in its Articles of Incorporation or Certificate of Formation or any amendments thereto.

1.02 Mission. The Unified Caring Association (UCA) is dedicated to helping members live a healthier and happier life to increase the quality and intensity of caring put into action. As a membership community, UCA is committed to The ACE Program; caring for Animals, Children and Elderly by creating a conscious movement to protect the innocents.

1.03 Powers. The corporation shall possess all powers which a corporation may have that is organized under the Missouri Not-for-Profit Corporation Act, as the same for time may be amended.

1.04 Bylaws. These bylaws shall govern and control the internal corporate affairs of the corporation and guide the officers, directors and members of the corporation in their efforts to promote the business and objectives of the corporation.

**Article 2.
Principal office; registered office and agent**

2.01 Principal Office. The principal office shall be at such a place as the officers may from time to time designate. The corporation may also have an office or offices at such other place or places within or without the State of Missouri as the board of directors or by an officer so authorized by the board of directors may from time to time designate as the business of the corporation requires.

2.02 Registered Agent. The corporation shall have and continuously maintain in Missouri a registered agent. The registered agent shall be agent of the corporation upon whom any process, notice or demand required or permitted by law to be served on the corporation may be served.

2.03 Change of Registered Agent. The corporation may change its registered agent, upon filing in the office of the Secretary of state a statement setting forth such change. The change shall be authorized by the authorized board of directors or by an officer so authorized by the board of directors.

2.04 Resignation of Registered Agent. Any registered agent may resign; however, the corporation will not recognize the resignation of any registered agent appointed by it, or the discontinuance of any registered office, unless it receives a copy of such agent's resignation, or discontinuance of the registered office, as sent to the Office of the Secretary of State, such copy to be delivered or sent to the corporation registered or certified mail, addressed to the Principal Office of the corporation and directed to the attention of the secretary of the corporation, A copy of such notice shall be delivered or mailed no later than the date of filing of the statement with the Office of the Secretary of

State; and such statement of resignation, or discontinuance of the registered office, shall be effective on the earlier of the filing by the corporation of an amendment to its annual registration statement designating a new registered agent or registered office if discontinued, or the thirty-first (31*) day after the date on which the statement is filed.

ARTICLE 3. MEMBERS

3.01 Qualifications for General Membership. Membership in the corporation shall be open to any individual consumer who is a United States citizen or has a lawful permanent residence on the United States (“Green Card”), is at least eighteen (18) years of age and has a valid Social Security Number. A member must also meet the qualifications of any class of membership they wish to join. Members shall further have a shared or common interest in having a need for the education and services offered by the corporation and must subscribe to the purpose, principles and objectives of the corporation. A spouse and /or dependents of an active member may also be eligible for optional family membership benefits through the active member, the definition of “dependents” shall be set forth in the terms and conditions of the membership application or as determined by applicable state law.

3.02 Application and admission. Application for membership shall be made in writing, by electronic message confirmation or by telephonic recording and shall contain such information as the corporation may require, each application shall be accompanied by an application or activation fee and monthly dues in amounts to be determined by the board of directors, a refund policy shall also be determined by the board of directors in accordance with these by laws and any applicable law.

3.03 Classes of Members. The corporation may establish additional classes of members. The designation of, or change to a class of membership may be established at any time by resolution of the board of directors or as otherwise required by law. Divisions within a class of membership may be established at the discretion of an officer authorized by the board of directors. Programs, services or benefit packages provided as part of membership in any of these categories, divisions, or sub-divisions may vary or change at any time as determined by the officers of the Association. Nothing shall be construed as to create any employer-employee relationship between the Association and any member.

3.04 Active Member. Any member who is not in default in the payment of dues for a period of one (1) month or more from the beginning of the period for which such dues become payable shall be an active member and shall be entitled to all of the rights, privileges and benefits provided to such members as so determined by the board of directors.

3.05 Certificates or Cards Evidencing Membership. The board of directors by duly adopted resolution may, but isn’t required, to provide for the issuance of certificates or cards evidencing membership in the corporation. The name and address of each member and the date of issuance of the certificate or card shall be entered in the records of the corporation. If any certificate or card shall become lost, mutilated or destroyed, a new certificate or card may be issued upon such terms, provisions and conditions as the board of directors may determine.

3.06 Voting Rights. Each member of each class shall have voting rights and shall be entitled to one vote. Members may assign by proxy voting rights to any officer of the corporation.

3.07 Termination of Membership. Membership in the corporation terminates upon the death of a member. A member shall also be automatically ineligible for membership and loses all privileges, rights and benefits of the corporation when the member of any class shall be in default of the payment of dues for a period of one month from the beginning of the period from which such dues become payable, unless the board of directors, in its discretion, extends the time for payment of dues. Termination for the failure to pay dues shall be effective retroactively to the day such dues were payable and no further notice of such termination shall be required, although it may be given. Members may terminate membership at any time by e-mail, phone or fax request for such. Furthermore, the board of directors may expel or suspend a member pursuant to a procedure, duly adopted by the board of directors, that is fair and reasonable and carried out in good faith. The expulsion or suspension of a member, or termination of a membership, does not relieve the member from obligations the member may have to the corporation for dues, fees or charges for goods or services.

3.08 Resignation. A member personally or through his duly authorized attorney-in-fact may resign by filing written resignation with the secretary of the corporation but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the corporation.

3.09 Reinstatement. Upon written request signed by a former member and filed with the corporation, the board of directors may reinstate such former member to membership in the corporation upon such terms as the board of directors may deem appropriate.

3.10 Transfer of Membership. Membership in the corporation is not transferable or assignable.

3.11 Dues. The board of directors shall from time to time determine the application or activation fees and the amount of dues payable to the corporation by its members, classes of members or divisions of members. The board of directors may waive any application or activation fees or dues for members.

3.12 Payment of Dues. Dues shall be payable monthly or annually, in advance, or in such other manner as the board of directors may so determine. The Association reserves the right to change the membership dues or fees after thirty (30) days notice in writing or by email to the member. A person may only enrol in one membership in the Association.

MEETINGS OF MEMBERS

4.01 Place of Meetings. Meetings of members shall be held at the time and place, within or outside the State of Missouri, stated in the notice of the meeting or in a waiver of notice.

4.02 Annual Meeting. An annual meeting of the members shall be held each year on a day and hour to be selected by the Board of Directors for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the board of directors fails to call the annual meeting at the designated time, a member of the corporation may demand that the meeting be held within a reasonable time. The demand must be made in writing and sent to an officer of the corporation by registered mail. If the annual meeting is not called before the 61st day after the date of demand, a member

may compel the holding of such annual meeting by legal action directed against the board of directors, and each of the extraordinary writs of common law and of courts equity are available to the member to compel the holding of the meeting. Failure to hold an annual meeting at the designated time does not result in the winding up and termination of the corporation.

4.03 Special Meetings. Special meetings of the members of the corporation may be called by the president, the secretary, the board of directors or by members having not less than one-tenth (1/10) of the votes entitled to be cast at such meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice of the meeting.

4.04 Notice of Meetings. Notice of an annual meeting is not required. The corporation may, however, provide written notice of the place, date, and time of a meeting of members of the corporation and, if the meeting is a special meeting, the purpose or purposes for which the meeting is called. The notice shall be delivered to each member entitled to vote at the meeting not later than the 10th day and not earlier than the 60th day before the date of the meeting. Notice may be delivered personally, by mail, or by facsimile or electronic message. “Mailed” is considered to be delivered on the day the notice is deposited in the United States mail with postage paid in an envelope addressed to the person at the person’s address as it appears in the membership records. “Transmitted by facsimile or electronic message” is considered to be delivered when the facsimile or electronic message is successfully transmitted. If there are more than 1,000 members at the time a meeting is scheduled or called, notice may be given by publication in any newspaper or general circulation in the community in which the principal office of the corporation is located or may be posted on the corporation’s general website.

4.05 Quorum. The members of the corporation holding one-tenth (1/10) of the votes entitled to be cast, in person or by proxy, constitute a quorum. The vote of the majority of the votes entitled to be cast by the members present, or represented by proxy, at a meeting at which a quorum is present, shall be the act of the members, unless the vote of a greater number is required by law, the articles or the bylaws.

If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the original meeting. The members present at a duly constituted meeting may continue to transact business until adjournment, despite the withdrawal of enough members to leave less than a quorum.

4.06 Voting of Members. Each member, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of members, except to the extent that the voting rights of members of any class or classes are limited, enlarged, or denied by the articles of the bylaws.

4.07 Proxies by Members. A member may vote in person or by proxy executed in writing by the member or the member’s attorney-in-fact. A member can revoke his proxy in writing at any time by sending notice of such revocation to the corporation. Any person who becomes a member shall execute an appropriate written proxy if such desires to have any director or officer of the corporation receive notice of and vote and act on said members behalf in regard to any such meetings of the members. A

proxy is not effective for voting purposes unless the original of the proxy is filed with the secretary of the corporation at least ten (10) days before the meeting at which is to be used.

4.08 Meetings by Communications Equipment. Members may participate in and hold a meeting by means of telephone conference or similar communications equipment in which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

4.09 Action by Unanimous Written Consent. Any action required to be or which may be taken at a meeting of the members of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the members entitled to vote with respect to the subject matter thereof, and then delivered to the Secretary of the corporation for inclusion in the corporation record book. Such consent shall have the same force and effect as a unanimous vote of members at a meeting, and may be stated as such in any documents filed with the Secretary of State.

ARTICLE 5.

DIRECTORS

5.01 Management by Board of Directors. The business and affairs of the corporation shall be managed by the Board of Directors who may exercise all such powers of the corporation and do all such lawful acts as are not directed or required to be exercised by the members.

5.02 Number, Term, Election. The Board of Directors may not have fewer than three (3) or more than nine (9) directors, and shall consist of the number set by majority vote of the Board of Directors, which may be changed from time to time by resolution of the board of directors. Each director shall hold office for a term of twelve (12) months and shall be eligible for re-election. Directors shall be elected by plurality vote. Each Director elected shall hold office for the term for which elected until his or her elected successor shall be elected and shall qualify, or until his or her earlier death, resignation or removal.

5.03 Qualifications of Directors. The qualification for becoming and remaining a Director of the corporation are as follows:

- (a) Directors must be residents of any state in the United States or the District of Colombia;
- (b) Notwithstanding the provisions of Section 3.01, any person serving as a director of the corporation shall automatically be enrolled as an active member of the corporation.
- (c) Proposed directors must be nominated by existing directors ; and
- (d) Directors must attend at least seventy-five (75%) of the annual and special meetings of the board of directors.

5.04 Change in Number. The number of directors may be increased or decreased from time to time by vote of a majority of the Board of Directors, but no decrease shall have the effect of shortening the

term of any incumbent Director. Any directorship required to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of members called for that purpose.

5.05 Removal; Resignation. Any director may be removed either for or without cause at any special or annual meeting of members, by the affirmative vote of a majority in number of members present, in person or by proxy, at such meeting and entitled to vote for the election of such director if notice of intention to act upon such matter shall have been given in the notice calling such meeting. Any director may resign by giving written notice to the president or secretary. The resignation shall take effect at the time specified in the notice, or immediately if no time is specified. The acceptance of such resignation shall not be necessary to make it effective.

5.06 Vacancies. Any vacancies occurring in the Board of Directors for any reason may be filled by the affirmative vote of a majority of the remaining directors then in office though less than a quorum. Any director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. If there are no directors in office, then an election of directors may be held in the manner provided by law.

5.07 First Meetings. The first meeting of a newly elected board shall be held without further notice immediately following the annual meeting of members, and at the same place, unless the time or place is changed by unanimous consent of the Directors then elected and serving.

5.08 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

5.09 Special Meetings. Special meetings of the Board of Directors may be called by the President on three days' notice to each Director. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two directors. The purpose of any special meeting of the board of directors shall be specified in the notice of such meeting.

5.10 Quorum; Majority Vote. At meetings of the board of directors a majority of the number of directors shall constitute a quorum for the transaction of business; provided, however, that a quorum shall not consist of less than fifty-one percent (51%) of the entire board of directors. The act of a majority of the directors present at a meeting at which a quorum is present will be the act of the board of directors unless a greater number is required by law, the articles or the bylaws. If a quorum is not present at a meeting of the board of directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. The board of directors shall keep minutes of its proceedings which shall be placed in the minute book of the corporation.

5.11 Action by Unanimous Written Consent. Any action required to be or which may be taken at a meeting of the board of directors or any other committee of the board of directors of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the directors, or any other committee of the board of directors as the case may be, and then delivered to the Secretary of the corporation for inclusion in the corporate record book. Such consent shall have the same force and effect as a unanimous vote of members at a meeting, and may be stated as such in any documents filed with the Secretary of State.

5.12 Participation in Meetings by Use of Communication Equipment. Any Director may participate in and hold a meeting of the directors by means of a conference telephone, or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

5.13 Compensation. By resolution of the board of directors, the directors may be paid their reasonable expenses (i.e. travel, meals, lodging and entertainment), if any, and may be paid a fixed sum for attendance at each meeting of the board of directors, or receive a stated fee as director. No such payment shall preclude and director from serving the corporation in any other capacity and receiving compensation therefore. Members of the executive committee or of special or standing committees may, by resolution of the board of directors, be allowed like compensation for attending committee meetings.

5.14 Minutes. The board of directors shall keep regular minutes of its proceedings. The minutes shall be placed in the Corporate Record Book of the corporation.

5.15 Conflicts of Interest. Any contract or other transaction between the Corporation and one or more of its directors, or between the Corporation and any firm in which one or more of its Directors are members or employees, or in which they are interested, or between the Corporation and any corporation or association of which one or more of its Directors are shareholders, members, directors, officers or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such Director or Director at the meeting of the Board of Directors of the Corporation which acts upon or in reference to such contract or transaction, and notwithstanding his or their participation in such action, if the fact of such interest shall be disclosed or known to the Board of Directors, and the Board of Directors shall, nevertheless, authorize, approve and/or ratify such contract or transaction by a vote of the majority of the Directors present, such interested Director or Directors to be counted in determining whether a quorum is present, but not to be counted in calculating a majority of such quorum necessary to carry such a vote.

5.16 Limitation of Liability of Directors. To the fullest extent permitted by Missouri law no governing person (director or officer) of the Corporation shall be liable to the Corporation or its members for monetary damages for an act or omission in such capacity except for liability arising out of (i) any breach of such person's duty of loyalty, if any, to the corporation or its members; (ii) acts by or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of the law; (iii) a transaction from which such person received an improper benefit, whether or not the benefit resulted from an action taken within the scope of such person's office or position; or (iv) an act by or omission of such person for which the liability is expressly provided for by statute. The foregoing elimination of the liability to the Corporation or its members for monetary damages should not be deemed exclusive of any other rights or limitations of liability or indemnity to which a person may be entitled under any other provision of the Certificate of Formation and Bylaws of the Corporation, contract or agreement, vote of members and/or disinterested directors, or otherwise.

ARTICLE 6.

OFFICERS

6.01 Officers. The officers of the corporation shall be a president and a secretary and may include an executive vice-president as well as one or more vice-presidents (the number to be determined by the board of directors), a treasurer, or combination thereof, and such other officers, including an executive director, as may be elected in accordance with the provisions of this article. The board of directors may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform such duties in the management of the corporation as prescribed

from time to time by the board of directors or as may be provided in these bylaws. Any two or more offices may be held by the same person.

6.02 Officers to be Active Members. Notwithstanding the provisions of section 3.01, any person serving as an officer of the corporation shall automatically be enrolled as an active member of the corporation.

6.03 Election and Term of Office. The officers of the corporation shall be elected by the board of directors at the annual meeting of the board of directors for a term of twelve (12) months. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified.

6.04 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors at any meeting for the unexpired portion of the term. New offices may also be created and filled by the board of directors at any such meeting. An assistant or assistants to the elected officers may be made available as necessary upon authorization by the board of directors.

6.05 President. The president will be the chief executive of the corporation and shall, subject to the control of the board of directors, supervise and control the business affairs of the corporation. The president in these bylaws or as may be prescribed from time to time by the board of directors. The board of directors shall delegate to the president the necessary authority and responsibility for the administration of the affairs of the corporation subject only to such bylaws as may be adopted and such orders as may be issued by the board of directors relating to the operation of the corporation and long range planning. The president shall be an ex-officio member of each directorial committee of the board of directors without a vote except the executive committee on which he shall serve with a vote, or, except as otherwise provided for in these bylaws or through a resolution of the board of directors. The president shall present a report at each annual meeting of the board of directors covering the operations of the corporation during the preceding fiscal year.

6.06 Executive Vice-President. In the absence of the president, or in the event of his inability or refusal to act, the executive vice president, if one has been appointed, shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The executive vice president shall be the chief administrative and operating officer. He shall serve as secretary to the board of directors and cause to be prepared notices and minutes of meetings of the board. The executive vice president shall be a member of the board of directors and all committees. With the assistance of committee chairmen, he shall be responsible for the administration of all activities in accordance with the policies and regulations of the board of directors. The executive vice president shall be responsible for hiring, discharging, directing and supervising all employees.

6.07 Vice-President. In the absence of the president and executive vice president or in the event of the inability or refusal to act, the vice presidents, if any, in order of their seniority, unless otherwise determined by the board of directors, shall, perform the duties of the president, and when so acting, shall have all the power of and be subject to all the restrictions upon the president or by the board of directors.

6.08 Treasurer. The treasurer or assistant treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation, receive and give receipts for monies received by the corporation from any source whatsoever, and deposit all such monies in the name

of the corporation in such banks, trust companies or other depositories as shall be selected by the board of directors. The treasurer or assistant treasurer shall prepare and present quarterly a detailed financial statement of the financial affairs of the corporation. All of the duties, responsibilities and obligations of the treasurer or assistant treasurer may be assigned to a qualified third person or entity by written agreement; however, under such circumstances, the treasurer or assistant shall retain ultimate responsibility for such functions.

6.09 Secretary. The secretary or assistant secretary of the corporation shall keep the minutes of the meetings of the members, the board of directors and any committees in one or more books provided for that purpose, oversee that all notices are duly given in accordance with the provisions of these by-laws or as required by law, be custodian of the corporate records of the corporation, oversee that the seal of the corporation, if required, is affixed to all documents of the corporation, keep a register of the mailing address of each member which shall be furnished to the secretary or assistant secretary by such member, and in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to the secretary or assistant secretary by the president or by the board of directors.

6.10 Executive Director. An executive director of the corporation may be appointed at such time as the board of directors so designates. The executive director of the corporation may be the chief administrative and operating officer of the corporation and shall be selected by and report to the board of directors, which shall determine the term of his appointment as well as his duties and functions. The executive director of the corporation shall carry out the purposes of the corporation within the framework of the Articles of Incorporation, these by-laws, corporate policies and procedures, and the general and specific assignments given to him by the board of directors. The functions of the executive director shall include, but not be limited to, the following:

- a. selection, employment, and supervision of any employees of the corporation as authorized by the president and the board of directors. All staff employed by the corporation must meet required personnel standards as set forth in the personnel policies of the corporation;
- b. coordination and implementation of planning activities according to an approved work program;
- c. attendance at all meetings of the board of directors and the Executive Committee, except as otherwise determined by the President;
- d. representing the board of directors in dealing with the public and with all governmental agencies, if required; and
- e. such other duties and responsibilities as may from time to time be delegated to him by the president or the board of directors.

6.11 Removal of Officers. Any officer elected or appointed to office may be removed by those persons authorized under these bylaws to elect or appoint such officers whenever in their judgment the best interest of this corporation would be served. Such removal will be without prejudice to the contractual rights, if any, of the officer so removed. Any election or appointment of an officer shall not of itself create contract rights.

6.12 Resignation of Officer. Any officer may resign by giving written notice to the president or the board of directors. The resignation shall take effect at the time specified therein. The acceptance of such resignation shall not be necessary to make it effective.

6.13 Compensation. The compensation of officers of the corporation, if any, shall be determined from time to time by the board of directors.

ARTICLE 7.

COMMITTEES

7.01 Establishment of Committees. The board of directors, by resolution duly adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the board of directors in the management of the corporation. The designation of such committees and the delegation of authority thereto shall not operate to relieve the board of directors, or any individual director, of any responsibility imposed on it or him by law.

7.02 Executive Committee. The board of directors may designate and appoint an executive committee which shall consist of no less than three (3) members of the board of directors and who each shall serve in such capacity for one (1) year, unless the board shall determine otherwise. The executive committee shall have the authority, those, duties, and exercise those powers as such determined from time to time by the board by resolution duly adopted and not inconsistent with these bylaws. The executive committee shall have the authority of the board between its meetings, except for that business of the corporation as can only be addressed by a majority of the board of directors at a meeting of said board. A majority of all the members of the executive committee may determine its action and fix the time and place of its meetings, unless the board shall otherwise provide. The board shall have the power at any time to change the number, powers, and members of the executive committee, to fill vacancies, and to discharge any such member of the executive committee.

7.03 Benefits Review Committee. The board of directors, by resolution duly adopted by a majority of the directors in office, may also designate a benefits review committee consisting of the president of the corporation and at least two (2) other persons who are selected by the board of directors. The benefits review committee shall have the responsibility for locating and reviewing potential benefit programs for the different classes of members of the corporation, and recommending such programs to the board of directors for its review, approval and adoption, if it believes it to be in the best interest of the members of the corporation to do so. A majority of all members of the benefits review committee may determine its action and fix the time and place of its meetings, unless the board of directors shall otherwise provide. The board of directors shall have the power at any time to change the number, powers, and members of the benefits review committee, to fill vacancies, and to discharge any such member of the benefits review committee.

7.04 Other Committees. Other committees not having and exercising the authority of the board of directors in the management of the corporation may be designated and appointed by a resolution duly adopted by the board of directors or by the president if authorized by a resolution duly adopted by the board of directors. Except as otherwise provided in such resolution, members of each such committee shall be members of the corporation, and the president of the corporation shall appoint the members thereof. Any member may be removed by the person or persons authorized to appoint such member whenever in his or their judgement the best interests of the corporation will be served by such removal. At least one member of each committee shall be a director of the corporation. A majority of all members of such a committee may determine its action and fix the time and place of its meetings, unless the board

of directors shall otherwise provide. The board of directors shall have the power at any time to change the number, powers and members of such a committee, to fill vacancies and to discharge any member of such committee.

7.05 Term of Office. Each member of a committee shall continue as such until the next annual meeting of the board of directors, unless the committee shall be sooner terminated, or unless such member is removed from such committee or resigns. A member of any committee shall be eligible for reappointment.

7.06 Chairman. One member of each committee shall be designated the chairman of such committee by the board of directors unless otherwise set forth in these bylaws.

7.07 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

7.08 Quorum. Unless provided in the resolution duly adopted by the board of directors designating a committee, a majority of the entire committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

ARTICLE 8.

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

8.01 Contracts. The board of directors may authorize the officers or agents of the corporation to enter into contracts or to execute and deliver documents in the name of and on behalf of the corporation. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the board of directors to be appropriate, including the contracting with a third party for any or all management, operational, administrative, marketing, providing of member benefits and other services and functions necessary for the corporation to achieve its purpose.

8.02 Checks, Drafts, and Other Orders for Payment. All checks, drafts, of other orders for the payment of money, notes of other evidences of indebtedness issued in the name of the corporation shall be signed by such officer of officers, agent or agents, of the corporation, and in such manner as shall from time to time be determined by duly adopted resolution of the board of directors. However, such responsibility may be assigned to a qualified third person or entity by written agreement.

8.03 Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may select.

8.04 Gifts. The board of directors may accept on behalf of the corporation any contributions, gifts, bequests, or devise for the general purpose or for any special purpose of the corporation.

8.05 Loans. The corporation any, upon authorization of the board of directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the corporation is reasonably able to repay.

ARTICLE 9.

INDEMNIFICATION OF DIRECTORS AND OFFICERS

9.01 Indemnification of Directors and Officers. Except as otherwise expressly provided by laws of these bylaws, each director or officer, whether or not then in office, shall be indemnified by the Corporation against all expenses reasonably incurred by or imposed upon him in connection with or arising out of any proceeding in which he may be involved by reason of his being or having been a director or officer of the Corporation. The foregoing right of indemnification shall not be exclusive of other rights to which any director or officer may be entitled as a matter of law.

9.02 Power to Indemnify. The power to indemnify applies only if it is determined that the director or officer (a) acted in good faith, (b) reasonably believed that his conduct in his official capacity was in the corporations best interests, and in all other cases, that his conduct was at least not opposed to the corporations best interests, and (c) in the case of any criminal proceedings, did not have a reasonable cause to believe his conduct was unlawful.

9.03 Limitations. If the director or officer is found liable to the corporation or is found liable because he improperly received a personal benefit, the indemnification in Section 9.01 (a) is limited to reasonable expenses (which shall not include a judgement, a penalty, a fine or tax) actually incurred by the person in connection with the proceeding and (b) may not be made in relation to a proceeding in which the person has been found liable for (i) wilful or intentional misconduct in the performance of his duty to the corporation, (ii) breach of his duty of loyalty owed to the corporation or (iii) an act or omission not committed in good faith that constitutes a breach of duty owed by the person to the corporation..

9.04 Proceeding. “Proceeding” means a threatened, pending or completed action or other proceeding, whether civil, criminal, administrative, arbitrative or investigative, an appeal of such an action or proceeding and an inquiry or investigation that could lead to such an action or proceeding.

9.05 Expenses. “Expenses” includes court costs, a judgement (including an arbitration award), a penalty, a settlement, a fine, and an excise or similar tax, including an excise tax assessed against the person with respect to an employee benefit plan and reasonable attorneys’ fee that are reasonable and actually incurred by the person in connection with a proceeding.

9.06 Determination of Indemnification. A determination of indemnification under Section 9.01 (unless ordered by a court of competent jurisdiction) must be made:

1. By a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants or respondents in the proceeding;
2. If such a quorum cannot be obtained, by a majority vote of a committee of the board of directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding;
3. by special legal counsel selected by the board of directors or a committee of the board by vote as set forth in subsection 1 or 2 of this section; or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors; or
4. by the members in a vote that excludes the vote of directors who are named defendants or respondents in the proceeding.

9.07 Mandatory Indemnification. The corporation shall indemnify a director or officer against reasonable expenses actually incurred by him in connection with a proceeding in which he is a named defendant or respondent because he is or was a director or officer if he has been wholly successful, on the merits otherwise, in the defense of the proceeding.

9.08 Advancement of Reasonable Expenses. Reasonable expenses incurred by a director or officer who was, is, or is threatened to be made a named defendant or respondent in a proceeding shall be paid or reimbursed by the corporation, in advance of the final disposition of the proceeding and without the determination specified in section 9.06, after the corporation receives a written affirmation by the director or officer of his good faith that he has met the standard of conduct necessary for indemnification under this article and a written undertaking by or on behalf of the director or officer to repay the amount paid or reimbursed if it is ultimately determined that he has not met that standard or if it is ultimately determined that indemnification of the director or officer against expenses incurred by him in connection with that proceeding is prohibited under this article. The written undertaking must be an unlimited general obligation of the director or officer but need not be secured. It may be accepted without reference to financial ability to make repayment.

9.09 Payment as Witness. The corporation shall pay or reimburse expenses incurred by a director, officer or employee in connection with his appearance as a witness or other participation in a proceeding by or against the corporation at a time when he is not named defendant or respondent in the proceeding.

9.10 Insurance. The corporation may purchase and maintain insurance or enter into any other arrangement on behalf of any person who is or was a director, officer, employee or agent of the corporation or who is or was serving at the request of the corporation as a director, officer, partner, venture, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, employee benefit plan, other enterprise, or other entity, against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the corporation would have the power to indemnify him against that liability under this article. Without limiting the power of the corporation to procure or maintain any kind of other arrangement, the corporation may, for the benefit of persons indemnified by the corporation, (a) create a trust fund; (b) establish any form of self-insurance; (c) secure its indemnity obligation by grant of a security interest or other lien on the assets of the corporation; or (d) establish a letter of credit, guaranty, or surety arrangement.

9.11 Exclusions. No indemnification by the corporation shall apply to (a) any claim arising out of bodily injury to, or sickness, disease or death of any person, or damage to or destruction of any property including the loss of use thereof, (b) any claim arising out of breach of fiduciary duty or obligation in connection with any employee welfare benefit plan or retirement plan, (c) any cross-claim or counterclaim brought by on director and/or officer against another director and/or officer, (d) any claim arising out of failure to effect or maintain any insurance or bond, any claim arising out of acts of a knowingly discriminatory nature, (f) any claim arising out of a violation of the responsibilities, obligations or duties imposed by Internal Revenue Code of 1986, as amended, or similar statutory law of any state or other jurisdiction therein, or (h) any act committed by a director or officer prior to taking office.

9.12 Notice. A director or officer shall, as a condition precedent to indemnification hereunder, give written notice to the corporation as soon as practicable of any claim made against him. The director or officer shall promptly forward to the corporation any demand, notice or summons received by the director or officer. Notice given by or on behalf of the director or officer to any authorized representative of the corporation, with particulars sufficient to identify the director or officer, shall be deemed notice to the corporation.

9.13 Jurisdiction. The indemnification hereunder only applies to acts committed by and suits brought against a director or officer in the United States of America, its territories or possessions or Canada.

9.14 Cooperation. The director or officer shall cooperate with the corporation and, upon the corporation's request, assist in making settlements and in the conduct of suits, including arbitration proceedings. The director or officer shall attend hearings, trials and depositions and shall assist in securing and giving evidence and obtain the attendance of witnesses. The director or officer shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses in any such proceedings.

9.15 Liability. No action shall lie against the corporation unless, as a condition precedent thereto, the director or officer shall have fully complied with all the terms, provisions and conditions of this entire article nor until the amount of the obligation to pay shall have been finally determined either by judgment against the director or officer after actual trial, arbitration determination, or by written agreement of the director or officer and the claimant subject to the prior written consent of the corporation. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover against the corporation. No person or organization shall have the right to join the corporation as a party to any action against the director or officer to determine the director's or officer's liability, nor shall the corporation be interpleaded by the director or officer or their legal representative.

9.16 Subrogation. In the event of any payment under this article, the corporation shall be subrogated to all the director's or officer's rights of recovery therefore against any person or organization, and the director or officer shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. Any amount recovered in excess of the corporation's total payment shall be restored to the director or officer, less the cost to the corporation of recovery. This indemnification as proved shall apply only as excess over any valid and collectible insurance the director or officer may have.

9.17 Effect of Amendment. No amendment, modification or repeal of the articles on indemnification and insurance hereof shall in any manner terminate, reduce or impair the right of any past, present or future director or officer of the corporation, nor the obligation of the corporation to indemnify such directors, under and in accordance with the provisions of these articles as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

9.18 Surety Bond. Such officers and agents of the corporation as the president, board of directors or the executive committee may designate from time to time, may be bonded for the faithful performance of their duties to the corporation and for the restoration to the corporation, in case of their death, resignation, retirement, disqualification or removal from office, of all books, papers, vouchers, money and other property of whatever kind in their possession or under their control belonging to the corporation, in such amounts and by such surety companies as the president, board of directors or the executive committee may determine. The premiums on such surety bonds shall be paid by the corporation and the bonds so furnished shall be in the custody of the secretary of the corporation.

ARTICLE 10. PROHIBITED ACTS

10.01 Dividends Prohibited. A dividend may not be paid to, and no part of the income of the corporation may be distributed to, the corporation's members, directors or officers.

10.02 Authorized Benefits and Distributions. The corporation may pay compensation in a reasonable amount to the members, directors or officers for services rendered and may confer benefits on its members in conformity with the corporation's purposes.

10.03 Loans To Directors Prohibited. No loans shall be made by the corporation to its directors.

ARTICLE 11. DISSOLUTION AND DISTRIBUTION OF ASSETS

11.01 Voluntary Dissolution. The corporation may dissolve and commence to wind up its affairs. The board of directors shall adopt a resolution recommending that the corporation be dissolved and directing that the question of such dissolution be submitted to a vote at an annual or special meeting of members having voting rights. A resolution to dissolve the corporation shall be adopted upon receiving at least two-thirds (2/3) of the votes which members present at such a meeting in person or by proxy are entitled to cast. Upon the adoption of such resolution by the members, the corporation shall cease to conduct its affairs except in so far as may be necessary for the winding up thereof, shall immediately cause a notice of the proposed dissolution to be mailed to each known creditor of and claimant against the corporation and shall proceed to collect its assets and apply and distribute them as provided in these bylaws or as allowed by law.

11.02 Application and Distribution of Assets. If in the process of dissolution, all valid and legally enforceable liabilities and obligations of the corporation shall be paid, satisfied and discharged. In case the property and assets are not sufficient to satisfy or discharge all of the corporation's valid and legally enforceable liabilities and obligations, the corporation shall apply them so far as they will go to the just and equitable payment of the liabilities and obligations. Assets held by the corporation upon condition requiring return, transfer or conveyed in accordance with such requirements. The remaining assets of the corporation shall be distributed only for tax exempt purposes to one or more organizations which are exempt under Section 501(c) (3) of the Internal Revenue Code of 1986 or the corresponding section of any future federal tax code or which are described in Section 170(c) (1) or (2), Internal Revenue Code, under a plan of distribution adopted pursuant to applicable law. Any remaining assets not distributed under the plan of distribution shall be disposed of by a district court of the county in which corporation's principal office is located exclusively to one or more exempt organizations described above. Any distribution by the court shall be made in such a manner as, in the judgment of the court, will best accomplish the general purposes for which the corporation was organized.

ARTICLE 12. GENERAL PROVISIONS

12.01 Fiscal year. The fiscal year of the corporation shall begin the first day of January and end on the last day of December in each year.

12.02 Seal. The corporate seal shall be in such form as may be prescribed by the board of directors. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

12.03 Books and Records. The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, board of directors and committees having any authority of the board of directors and shall keep at its principal office a record of the names and addresses of its members entitled to vote. A member of the corporation, on written demand stating the purpose of the demand, has the right to examine and copy, in person or by agent, accountant or attorney, at any reasonable time during normal business hours, for any proper purpose, the books and records of the corporation relevant to that purpose, at the expense of the member. However, since membership information of the corporation is a valuable and proprietary asset of the corporation, such information may not be given or sold to, or be copied by, any member or his agent or attorney. The corporation may be audited annually by certified public accountant selected by the board of directors.

12.04 Amendment of Articles of Incorporation. A proposed amendment to the articles of incorporation of the corporation shall be adopted at a special or annual meeting of members called for such purpose, upon receiving at least two-thirds (2/3) of the votes which members present at such meeting person or by proxy are entitled to cast at which a quorum is present.

12.05 Amendment of Bylaws. The bylaws may be altered, amended or repealed or new bylaws may be adopted upon receiving a vote of a majority of the board of directors present in person or by proxy at a special or annual meeting at which a quorum is present.

12.06 Waiver of Notice. Notice of a meeting is not required to be given to a member, director or member of a committee if the person entitled to notice signs a written waiver of notice of the meeting, regardless of whether the waiver is signed before or after the time of the meetings. Attendance at a meeting constitutes a waiver of notice of such meeting, unless the person participates in or attends the meeting solely to object to the transaction of business at the meeting on the ground that the meeting was not lawfully called on convened.

12.07 Governing Law. These bylaws shall be construed under and in accordance with the laws of the State of Missouri.

12.08 Construction. The gender of all words used in these bylaws includes the masculine, feminine, and neuter. Headings of all articles and sections are for reference purposes only and shall not constitute substantive matter to be considered in construing the terms of these bylaws.

12.09 Counterparts. The bylaws may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counter parts shall be constructed together and constitute the same instrument.

12.10 Procedures. Parliamentary procedures for all meetings shall be conducted in accordance with the latest revised edition of Robert’s rule of Order, unless otherwise inconsistent with these bylaws resolution of the board of directors.

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected Secretary of the Corporation, hereby certifies that the foregoing Bylaws were duly adopted approved, authorized and ratified by the unanimous written consent of the Board of Directors of the Corporation and the same do now constitute the Bylaw of the Corporation.

Luna Russo

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CERTIFICATE OF AMENDMENT
OF A
MISSOURI NONPROFIT CORPORATION

WHEREAS,

Unified Caring Association
N00036482

Formerly,

UNITED CONSUMER AWARENESS ASSOCIATION

a corporation organized under The Missouri Nonprofit Corporation Law has delivered to me its Articles of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the Amendment of Articles of Incorporation under The Missouri Nonprofit Corporation Law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I hereunto
set my hand and cause to be affixed the
GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this
18th day of May, 2012.

Robin Carnahan
Secretary of State





State of Missouri

Robin Carnahan, Secretary of State

Corporations Division
PO Box 778 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

File Number:

N00036482

Date Filed: 05/18/2012

Robin Carnahan

Secretary of State

Articles of Amendment for a Nonprofit Corporation

(Submit with filing fee of \$10.00)

The undersigned corporation, for the purpose of amending its articles of incorporation, hereby executes the following articles of amendment:

1. The name of corporation is: UNITED CONSUMER AWARENESS ASSOCIATION
Name Charter Number

2. The amendment was adopted on 05/01/2012 and changed article(s) 1 to state as follows:
month/day/year

1. The name of corporation is changed to: Unified Caring Association

3. If approval of members was not required, and the amendment(s) was approved by a sufficient vote of the board of directors or incorporators, check here and skip to number (5): ☒

4. If approval by members was required, check here and provide the following information: ☐

A. Number of memberships outstanding:

B. Complete either C or D:

C. Number of votes for and against the amendments(s) by class was:

Class	Number entitled to vote	Number voting for	Number voting against
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

D. Number of undisputed votes cast for the amendment(s) was sufficient for approval, and was:

Class:	Number Voting undisputed:
_____	_____
_____	_____
_____	_____

The number of votes cast in favor of the amendment(s) by each class was sufficient for approval by that class.

5. If approval of the amendment(s) by some person(s) other than the members, the board or the incorporators was required pursuant to section 355.606, check here to indicate that approval was obtained: ☐

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

[Signature]
Authorized signature of officer or chairman of the board

Lane Michel
Printed Name

President
Title

05/17/2012
Date

Name and address to return filed document:

Name: _____

Address: _____

City, State, and Zip Code: _____

State of Missouri
Amend/Restate - NonProfit 1 Page(s)



T1214251005

**Minutes of Annual Membership Meeting of the Members of the United Consumer Awareness
Association (“UCAA”)**

The meeting took place at The Mount Shasta Resort, Mount Shasta, CA on December 30, 2011 at 12:00pm PST. Attending the meeting were the following Board Members:

Lane Michel
Luna Russo
Dylan Coleman

The First Order of Business was to elect members of the Board of Directors of UCAA.

Board Members Lane Michel, Luna Russo and Dylan Coleman were voted to continue as Board Members. Lane Michel retains the title of Chairman of the Board and President, and Luna Russo was appointed Secretary. These positions will continue throughout 2012 and until the next Annual Meeting of UCAA Membership which will occur in 2012:

Lane Michel	Chairman of the Board, President
Luna Russo	Secretary
Dylan Coleman	Board Member

The Second Order of Business was to conduct a review of 2011 and measure the Association’s goal to touch as many people as possible in reinforcing a kinder more heartfelt way of being stemming from a hopeful and positive energy center and for the association to get actively involved in projects to help children.

The President, Lane Michel, presented his Annual Report to the Board of Directors. Lane Michel reported the following:

UCAA delivered in an accelerated way on its mission in 2011. Membership grew roughly 25% and represented an estimated \$36 million in total dues thanks in large part to the expansion of members in benefits classes of membership. Lane praised the licensed marketing partners who were greatly responsible for an expansion of membership in these classes.

UCAA met its goals to increase action on helping children. The UCAA made investments of \$380,000 in 2011 and continued assisting in two non-profit organizations who care for children globally:

In the developing world, beginning in Africa, UCAA partnerships sponsored and donated funds to Save the Rain (www.savetherain.org). Save the Rain's mission is to provide engineering, construction and monitoring of rain catchment and harvesting solutions that provide clean drinking water to water starved villages in and around the vitally important Mount Meru in Tanzania. As a result of our efforts this year, UCAA membership increased its' ability to help and provided clean water to over 10,000 people not only for their lifetime but for all their offspring as well for generations to come.

In the developed world, the UCAA membership assisted in the research and development, infrastructure development, and funded distribution of tools from Onionhead & Company, a non-profit organization (www.onionhead.com). Onionhead's mission is to assist children, teens and adults in becoming self-empowered. The more good people feel empowered, the better chance we have in creating a world that is non-violent, a world that is filled with love, compassion and peace. Onionhead's programs for children address a range of emotional needs from autism and spectrum needs, to addiction, suicidal feelings and bullying. Onionhead is an organization committed to the education of emotions while being environmentally conscious at all times.

The UCAA remained committed to providing tools and information to enhance awareness and to facilitate change in the way each member treats themselves, participates in their communities and helps to positively impact the world. These improvements included a strong focus on children and an emphasis on consuming positive news rather than filling our minds with negative stories. The UCAA Positive News Network expanded its' reach of positive news stories from around the world in the hopes of creating an awareness and focus on goodness instead of the negativity and violence we are bombarded with in traditional media reporting.

The UCAA has invested in the development of workshops and programs to anchor more happiness with the intention of making them available to members online.

We also expanded the number of participating online stores that provide savings to members by accruing discount points on purchases that can be used to buy gift cards or applied to future purchases.

Members with benefit classes of membership became able to receive information to access and use benefits and services through an online member login in 2011.

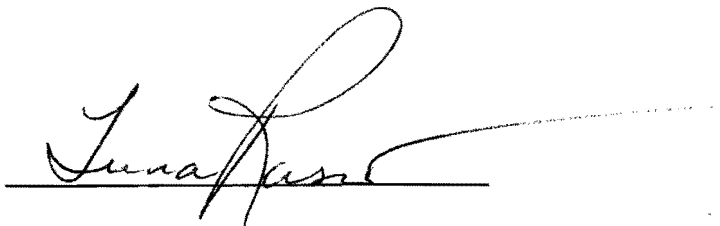
The third order of business was to present the strategic plan for 2012. Lane Michel shared that UCAA's plans for the 2012 year reinforce the belief that our mission and value to UCAA membership is stronger than ever and perhaps more critically important in 2012 than in any year in our history. UCAA members are co-creating a movement to save children across the world. The 2012 plans therefore include providing continued support for the association's Caring for Children Globally initiatives.

Further enhancements and content for our website are focused on delivering a single place to find and use all of the benefits that membership provides. Self-development programs will be launched that help members access their potential for doing good at home, work, in their community and across the planet. By accessing our goodness, we spark others to be their best. From this goodness happiness always springs forth.

UCAA also intends to continued adding new class(es) of memberships to increase overall membership growth in 2012.

Having no further business, the Annual Membership Meeting of UCAA was adjourned.

Attest:

A handwritten signature in black ink, appearing to read 'Luna Russo', is written over a horizontal line. The signature is fluid and cursive, with a long, sweeping tail that extends to the right.

Luna Russo, Secretary

**BYLAWS
OF
UNITED CONSUMER AWARENESS ASSOCIATION**

**Article 1.
Purpose and powers**

1.01 Purposes. The corporation is organized for any lawful purpose or purposes as set forth in its Articles of Incorporation or Certificate of Formation or any amendments thereto.

1.02 Mission. The mission of the corporation, in keeping with its general purpose, is to enhance awareness for a more positive, healthy and harmonious world for humanity and to do so through the provision of information and education, and conduct or support of projects that directly impact children.

1.03 Powers. The corporation shall possess all powers which a corporation may have that is organized under the Missouri Not-for-Profit Corporation Act, as the same for time may be amended.

1.04 Bylaws. These bylaws shall govern and control the internal corporate affairs of the corporation and guide the officers, directors and members of the corporation in their efforts to promote the business and objectives of the corporation.

**Article 2.
Principal office; registered office and agent**

2.01 Principal Office. The principal office shall be at such a place as the officers may from time to time designate. The corporation may also have an office or offices at such other place or places within or without the State of Missouri as the board of directors or by an officer so authorized by the board of directors may from time to time designate as the business of the corporation requires.

2.02 Registered Agent. The corporation shall have and continuously maintain in Missouri a registered agent. The registered agent shall be agent of the corporation upon whom any process, notice or demand required or permitted by law to be served on the corporation may be served.

2.03 Change of Registered Agent. The corporation may change its registered agent, upon filing in the office of the Secretary of state a statement setting forth such change. The change shall be authorized by the authorized board of directors or by an officer so authorized by the board of directors.

2.04 Resignation of Registered Agent. Any registered agent may resign; however, the corporation will not recognize the resignation of any registered agent appointed by it, or the discontinuance of any registered office, unless it receives a copy of such agent's resignation, or discontinuance of the registered office, as sent to the Office of the Secretary of State, such copy to be delivered or sent to the corporation registered or certified mail, addressed to the Principal Office of the corporation and directed to the attention of the secretary of the corporation, A copy of such notice shall be delivered or mailed no later than the date of filing of the statement with the Office of the Secretary of State; and such statement of resignation, or discontinuance of the registered office, shall be effective on the earlier of the filing by the corporation of an amendment to its annual registration statement

designating a new registered agent or registered office if discontinued, or the thirty-first (31*) day after the date on which the statement is filed.

ARTICLE 3.

MEMBERS

3.01 Qualifications for General Membership. Membership in the corporation shall be open to any individual consumer who is a United States citizen or has a lawful permanent residence on the United States ("Green Card"), is at least eighteen (18) years of age and has a valid Social Security Number. A member must also meet the qualifications of any class of membership they wish to join. Members shall further have a shared or common interest in having a need for the education and services offered by the corporation and must subscribe to the purpose, principles and objectives of the corporation. A spouse and /or dependents of an active member may also be eligible for optional family membership benefits through the active member, the definition of "dependents" shall be set forth in the terms and conditions of the membership application or as determined by applicable state law.

3.02 Application and admission. Application for membership shall be made in writing, by electronic message confirmation or by telephonic recording and shall contain such information as the corporation may require, each application shall be accompanied by an application or activation fee and monthly dues in amounts to be determined by the board of directors, a refund policy shall also be determined by the board of directors in accordance with these by laws and any applicable law.

3.03 Classes of Members. The corporation may establish additional classes of members. The designation of, or change to a class of membership may be established at any time by resolution of the board of directors or as otherwise required by law. Divisions within a class of membership may be established at the discretion of an officer authorized by the board of directors. Programs, services or benefit packages provided as part of membership in any of these categories, divisions, or sub-divisions may vary or change at any time as determined by the officers of the Association. Nothing shall be construed as to create any employer-employee relationship between the Association and any member.

3.04 Active Member. Any member who is not in default in the payment of dues for a period of one (1) month or more from the beginning of the period for which such dues become payable shall be an active member and shall be entitled to all of the rights, privileges and benefits provided to such members as so determined by the board of directors.

3.05 Certificates or Cards Evidencing Membership. The board of directors by duly adopted resolution may, but isn't required, to provide for the issuance of certificates or cards evidencing membership in the corporation. The name and address of each member and the date of issuance of the certificate or card shall be entered in the records of the corporation. If any certificate or card shall become lost, mutilated or destroyed, a new certificate or card may be issued upon such terms, provisions and conditions as the board of directors may determine.

3.06 Voting Rights. Each member of each class shall have voting rights and shall be entitled to one vote. Members may assign by proxy voting rights to any officer of the corporation.

3.07 Termination of Membership. Membership in the corporation terminates upon the death of a member. A member shall also be automatically ineligible for membership and loses all privileges, rights and benefits of the corporation when the member of any class shall be in default of the payment of dues for a period of one month from the beginning of the period from which such dues become payable, unless the board of directors, in its discretion, extends the time for payment of dues. Termination for the failure to pay dues shall be effective retroactively to the day such dues were payable and no further notice of such termination shall be required, although it may be given. Furthermore, the board of directors may expel or suspend a member pursuant to a procedure, duly adopted by the board of directors, that is fair and reasonable and carried out in good faith. The expulsion or suspension of a member, or termination of a membership, does not relieve the member from obligations the member may have to the corporation for dues, fees or charges for goods or services.

3.08 Resignation. A member personally or through his duly authorized attorney-in-fact may resign by filing written resignation with the secretary of the corporation but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the corporation.

3.09 Reinstatement. Upon written request signed by a former member and filed with the corporation, the board of directors may reinstate such former member to membership in the corporation upon such terms as the board of directors may deem appropriate.

3.10 Transfer of Membership. Membership in the corporation is not transferable or assignable.

3.11 Dues. The board of directors shall from time to time determine the application or activation fees and the amount of dues payable to the corporation by its members, classes of members or divisions of members. The board of directors may waive any application or activation fees or dues for members.

3.12 Payment of Dues. Dues shall be payable monthly or annually, in advance, or in such other manner as the board of directors may so determine. The Association reserves the right to change the membership dues or fees after thirty (30) days notice in writing or by email to the member. A person may only enrol in one membership in the Association.

MEETINGS OF MEMBERS

4.01 Place of Meetings. Meetings of members shall be held at the time and place, within or outside the State of Missouri, stated in the notice of the meeting or in a waiver of notice.

4.02 Annual Meeting. An annual meeting of the members shall be held each year on a day and hour to be selected by the Board of Directors for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the board of directors fails to call the annual meeting at the designated time, a member of the corporation may demand that the meeting be held within a reasonable time. The demand must be made in writing and sent to an officer of the corporation by registered mail. If the annual meeting is not called before the 61st day after the date of demand, a member may compel the holding of such annual meeting by legal action directed against the board of directors, and each of the extraordinary writs of common law and of courts equity are available to the member to compel the holding of the meeting. Failure to hold an annual meeting at the designated time does not result in the winding up and termination of the corporation.

4.03 Special Meetings. Special meetings of the members of the corporation may be called by the president, the secretary, the board of directors or by members having not less than one-tenth (1/10) of the votes entitled to be cast at such meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice of the meeting.

4.04 Notice of Meetings. Notice of an annual meeting is not required. The corporation may, however, provide written notice of the place, date, and time of a meeting of members of the corporation and, if the meeting is a special meeting, the purpose or purposes for which the meeting is called. The notice shall be delivered to each member entitled to vote at the meeting not later than the 10th day and not earlier than the 60th day before the date of the meeting. Notice may be delivered personally, by mail, or by facsimile or electronic message. "Mailed" is considered to be delivered on the day the notice is deposited in the United States mail with postage paid in an envelope addressed to the person at the person's address as it appears in the membership records. "Transmitted by facsimile or electronic message" is considered to be delivered when the facsimile or electronic message is successfully transmitted. If there are more than 1,000 members at the time a meeting is scheduled or called, notice may be given by publication in any newspaper or general circulation in the community in which the principal office of the corporation is located or may be posted on the corporation's general website.

4.05 Quorum. The members of the corporation holding one-tenth (1/10) of the votes entitled to be cast, in person or by proxy, constitute a quorum. The vote of the majority of the votes entitled to be cast by the members present, or represented by proxy, at a meeting at which a quorum is present, shall be the act of the members, unless the vote of a greater number is required by law, the articles or the bylaws.

If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the original meeting. The members present at a duly constituted meeting may continue to transact business until adjournment, despite the withdrawal of enough members to leave less than a quorum.

4.06 Voting of Members. Each member, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of members, except to the extent that the voting rights of members of any class or classes are limited, enlarged, or denied by the articles of the bylaws.

4.07 Proxies by Members. A member may vote in person or by proxy executed in writing by the member or the member's attorney-in-fact. A member can revoke his proxy in writing at any time by sending notice of such revocation to the corporation. Any person who becomes a member shall execute an appropriate written proxy if such desires to have any director or officer of the corporation receive notice of and vote and act on said members behalf in regard to any such meetings of the members. A proxy is not effective for voting purposes unless the original of the proxy is filed with the secretary of the corporation at least ten (10) days before the meeting at which is to be used.

4.08 Meetings by Communications Equipment. Members may participate in and hold a meeting by means of telephone conference or similar communications equipment in which all persons

participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

4.09 Action by Unanimous Written Consent. Any action required to be or which may be taken at a meeting of the members of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the members entitled to vote with respect to the subject matter thereof, and then delivered to the Secretary of the corporation for inclusion in the corporation record book. Such consent shall have the same force and effect as a unanimous vote of members at a meeting, and may be stated as such in any documents filed with the Secretary of State.

ARTICLE 5.

DIRECTORS

5.01 Management by Board of Directors. The business and affairs of the corporation shall be managed by the Board of Directors who may exercise all such powers of the corporation and do all such lawful acts as are not directed or required to be exercised by the members.

5.02 Number, Term, Election. The Board of Directors may not have fewer than three (3) or more than nine (9) directors, and shall consist of the number set by majority vote of the Board of Directors, which may be changed from time to time by resolution of the board of directors. Each director shall hold office for a term of twelve (12) months and shall be eligible for re-election. Directors shall be elected by plurality vote. Each Director elected shall hold office for the term for which elected until his or her elected successor shall be elected and shall qualify, or until his or her earlier death, resignation or removal.

5.03 Qualifications of Directors. The qualification for becoming and remaining a Director of the corporation are as follows:

- (a) Directors must be residents of any state in the United States or the District of Colombia;
- (b) Notwithstanding the provisions of Section 3.01, any person serving as a director of the corporation shall automatically be enrolled as an active member of the corporation.
- (c) Proposed directors must be nominated by existing directors ; and
- (d) Directors must attend at least seventy-five (75%) of the annual and special meetings of the board of directors.

5.04 Change in Number. The number of directors may be increased or decreased from time to time by vote of a majority of the Board of Directors, but no decrease shall have the effect of shortening the term of any incumbent Director. Any directorship required to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of members called for that purpose.

5.05 Removal; Resignation. Any director may be removed either for or without cause at any special or annual meeting of members, by the affirmative vote of a majority in number of members present, in person or by proxy, at such meeting and entitled to vote for the election of such director if notice of intention to act upon such matter shall have been given in the notice calling such meeting. Any director may resign by giving written notice to the president or secretary. The resignation shall take effect at the time specified in the notice, or immediately if no time is specified. The acceptance of such resignation shall not be necessary to make it effective.

5.06 Vacancies. Any vacancies occurring in the Board of Directors for any reason may be filled by the affirmative vote of a majority of the remaining directors then in office though less than a quorum. Any director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. If there are no directors in office, then an election of directors may be held in the manner provided by law.

5.07 First Meetings. The first meeting of a newly elected board shall be held without further notice immediately following the annual meeting of members, and at the same place, unless the time or place is changed by unanimous consent of the Directors then elected and serving.

5.08 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

5.09 Special Meetings. Special meetings of the Board of Directors may be called by the President on three days' notice to each Director. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two directors. The purpose of any special meeting of the board of directors shall be specified in the notice of such meeting.

5.10 Quorum; Majority Vote. At meetings of the board of directors a majority of the number of directors shall constitute a quorum for the transaction of business; provided, however, that a quorum shall not consist of less than fifty-one percent (51%) of the entire board of directors. The act of a majority of the directors present at a meeting at which a quorum is present will be the act of the board of directors unless a greater number is required by law, the articles or the bylaws. If a quorum is not present at a meeting of the board of directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. The board of directors shall keep minutes of its proceedings which shall be placed in the minute book of the corporation.

5.11 Action by Unanimous Written Consent. Any action required to be or which may be taken at a meeting of the board of directors or any other committee of the board of directors of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the directors, or any other committee of the board of directors as the case may be, and then delivered to the Secretary of the corporation for inclusion in the corporate record book. Such consent shall have the same force and effect as a unanimous vote of members at a meeting, and may be stated as such in any documents filed with the Secretary of State.

5.12 Participation in Meetings by Use of Communication Equipment. Any Director may participate in and hold a meeting of the directors by means of a conference telephone, or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

5.13 Compensation. By resolution of the board of directors, the directors may be paid their reasonable expenses (i.e. travel, meals, lodging and entertainment), if any, and may be paid a

fixed sum for attendance at each meeting of the board of directors, or receive a stated fee as director. No such payment shall preclude and director from serving the corporation in any other capacity and receiving compensation therefore. Members of the executive committee or of special or standing committees may, by resolution of the board of directors, be allowed like compensation for attending committee meetings.

5.14 Minutes. The board of directors shall keep regular minutes of its proceedings. The minutes shall be placed in the Corporate Record Book of the corporation.

5.15 Conflicts of Interest. Any contract or other transaction between the Corporation and one or more of its directors, or between the Corporation and any firm in which one or more of its Directors are members or employees, or in which they are interested, or between the Corporation and any corporation or association of which one or more of its Directors are shareholders, members, directors, officers or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such Director or Director at the meeting of the Board of Directors of the Corporation which acts upon or in reference to such contract or transaction, and notwithstanding his or their participation in such action, if the fact of such interest shall be disclosed or known to the Board of Directors, and the Board of Directors shall, nevertheless, authorize, approve and/or ratify such contract or transaction by a vote of the majority of the Directors present, such interested Director or Directors to be counted in determining whether a quorum is present, but not to be counted in calculating a majority of such quorum necessary to carry such a vote.

5.16 Limitation of Liability of Directors. To the fullest extent permitted by Missouri law no governing person (director or officer) of the Corporation shall be liable to the Corporation or its members for monetary damages for an act or omission in such capacity except for liability arising out of (i) any breach of such person's duty of loyalty, if any, to the corporation or its members; (ii) acts by or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of the law; (iii) a transaction from which such person received an improper benefit, whether or not the benefit resulted from an action taken within the scope of such person's office or position; or (iv) an act by or omission of such person for which the liability is expressly provided for by statute. The foregoing elimination of the liability to the Corporation or its members for monetary damages should not be deemed exclusive of any other rights or limitations of liability or indemnity to which a person may be entitled under any other provision of the Certificate of Formation and Bylaws of the Corporation, contract or agreement, vote of members and/or disinterested directors, or otherwise.

ARTICLE 6.

OFFICERS

6.01 Officers. The officers of the corporation shall be a president and a secretary and may include an executive vice-president as well as one or more vice-presidents (the number to be determined by the board of directors), a treasurer, or combination thereof, and such other officers, including an executive director, as may be elected in accordance with the provisions of this article. The board of directors may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform such duties in the management of the corporation as prescribed from time to time by the board of directors or as may be provided in these bylaws. Any two or more offices may be held by the same person.

6.02 Officers to be Active Members. Notwithstanding the provisions of section 3.01, any person serving as an officer of the corporation shall automatically be enrolled as an active member of the corporation.

6.03 Election and Term of Office. The officers of the corporation shall be elected by the board of directors at the annual meeting of the board of directors for a term of twelve (12) months. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified.

6.04 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors at any meeting for the unexpired portion of the term. New offices may also be created and filled by the board of directors at any such meeting. An assistant or assistants to the elected officers may be made available as necessary upon authorization by the board of directors.

6.05 President. The president will be the chief executive of the corporation and shall, subject to the control of the board of directors, supervise and control the business affairs of the corporation. The president in these bylaws or as may be prescribed from time to time by the board of directors. The board of directors shall delegate to the president the necessary authority and responsibility for the administration of the affairs of the corporation subject only to such bylaws as may be adopted and such orders as may be issued by the board of directors relating to the operation of the corporation and long range planning. The president shall be an ex-officio member of each directorial committee of the board of directors without a vote except the executive committee on which he shall serve with a vote, or, except as otherwise provided for in these bylaws or through a resolution of the board of directors. The president shall present a report at each annual meeting of the board of directors covering the operations of the corporation during the preceding fiscal year.

6.06 Executive Vice-President. In the absence of the president, or in the event of his inability or refusal to act, the executive vice president, if one has been appointed, shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The executive vice president shall be the chief administrative and operating officer. He shall serve as secretary to the board of directors and cause to be prepared notices and minutes of meetings of the board. The executive vice president shall be a member of the board of directors and all committees. With the assistance of committee chairmen, he shall be responsible for the administration of all activities in accordance with the policies and regulations of the board of directors. The executive vice president shall be responsible for hiring, discharging, directing and supervising all employees.

6.07 Vice-President. In the absence of the president and executive vice president or in the event of the inability or refusal to act, the vice presidents, if any, in order of their seniority, unless otherwise determined by the board of directors, shall, perform the duties of the president, and when so acting, shall have all the power of and be subject to all the restrictions upon the president or by the board of directors.

6.08 Treasurer. The treasurer or assistant treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation, receive and give receipts for monies received by the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected by the board of directors. The treasurer or assistant treasurer shall prepare and present quarterly a detailed financial statement of the financial affairs of the corporation. All of the duties,

responsibilities and obligations of the treasurer or assistant treasurer may be assigned to a qualified third person or entity by written agreement; however, under such circumstances, the treasurer or assistant shall retain ultimate responsibility for such functions.

6.09 Secretary. The secretary or assistant secretary of the corporation shall keep the minutes of the meetings of the members, the board of directors and any committees in one or more books provided for that purpose, oversee that all notices are duly given in accordance with the provisions of these by-laws or as required by law, be custodian of the corporate records of the corporation, oversee that the seal of the corporation, if required, is affixed to all documents of the corporation, keep a register of the mailing address of each member which shall be furnished to the secretary or assistant secretary by such member, and in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to the secretary or assistant secretary by the president or by the board of directors.

6.10 Executive Director. An executive director of the corporation may be appointed at such time as the board of directors so designates. The executive director of the corporation may be the chief administrative and operating officer of the corporation and shall be selected by and report to the board of directors, which shall determine the term of his appointment as well as his duties and functions. The executive director of the corporation shall carry out the purposes of the corporation within the framework of the Articles of Incorporation, these by-laws, corporate policies and procedures, and the general and specific assignments given to him by the board of directors. The functions of the executive director shall include, but not be limited to, the following:

- a. selection, employment, and supervision of any employees of the corporation as authorized by the president and the board of directors. All staff employed by the corporation must meet required personnel standards as set forth in the personnel policies of the corporation;
- b. coordination and implementation of planning activities according to an approved work program;
- c. attendance at all meetings of the board of directors and the Executive Committee, except as otherwise determined by the President;
- d. representing the board of directors in dealing with the public and with all governmental agencies, if required; and
- e. such other duties and responsibilities as may from time to time be delegated to him by the president or the board of directors.

6.11 Removal of Officers. Any officer elected or appointed to office may be removed by those persons authorized under these bylaws to elect or appoint such officers whenever in their judgment the best interest of this corporation would be served. Such removal will be without prejudice to the contractual rights, if any, of the officer so removed. Any election or appointment of an officer shall not of itself create contract rights.

6.12 Resignation of Officer. Any officer may resign by giving written notice to the president or the board of directors. The resignation shall take effect at the time specified therein. The acceptance of such resignation shall not be necessary to make it effective.

6.13 Compensation. The compensation of officers of the corporation, if any, shall be determined from time to time by the board of directors.

ARTICLE 7.

COMMITTEES

7.01 Establishment of Committees. The board of directors, by resolution duly adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the board of directors in the management of the corporation. The designation of such committees and the delegation of authority thereto shall not operate to relieve the board of directors, or any individual director, of any responsibility imposed on it or him by law.

7.02 Executive Committee. The board of directors may designate and appoint an executive committee which shall consist of no less than three (3) members of the board of directors and who each shall serve in such capacity for one (1) year, unless the board shall determine otherwise. The executive committee shall have the authority, those, duties, and exercise those powers as such determined from time to time by the board by resolution duly adopted and not inconsistent with these bylaws. The executive committee shall have the authority of the board between its meetings, except for that business of the corporation as can only be addressed by a majority of the board of directors at a meeting of said board. A majority of all the members of the executive committee may determine its action and fix the time and place of its meetings, unless the board shall otherwise provide. The board shall have the power at any time to change the number, powers, and members of the executive committee, to fill vacancies, and to discharge any such member of the executive committee.

7.03 Benefits Review Committee. The board of directors, by resolution duly adopted by a majority of the directors in office, may also designate a benefits review committee consisting of the president of the corporation and at least two (2) other persons who are selected by the board of directors. The benefits review committee shall have the responsibility for locating and reviewing potential benefit programs for the different classes of members of the corporation, and recommending such programs to the board of directors for its review, approval and adoption, if it believes it to be in the best interest of the members of the corporation to do so. A majority of all members of the benefits review committee may determine its action and fix the time and place of its meetings, unless the board of directors shall otherwise provide. The board of directors shall have the power at any time to change the number, powers, and members of the benefits review committee, to fill vacancies, and to discharge any such member of the benefits review committee.

7.04 Other Committees. Other committees not having and exercising the authority of the board of directors in the management of the corporation may be designated and appointed by a resolution duly adopted by the board of directors or by the president if authorized by a resolution duly adopted by the board of directors. Except as otherwise provided in such resolution, members of each such committee shall be members of the corporation, and the president of the corporation shall appoint the members thereof. Any member may be removed by the person or persons authorized to appoint such member whenever in his or their judgement the best interests of the corporation will be served by such removal. At least one member of each committee shall be a director of the corporation. A majority of all members of such a committee may determine its action and fix the time and place of its meetings, unless the board of directors shall otherwise provide. The board of directors shall have the power at any time to change

the number, powers and members of such a committee, to fill vacancies and to discharge any member of such committee.

7.05 Term of Office. Each member of a committee shall continue as such until the next annual meeting of the board of directors, unless the committee shall be sooner terminated, or unless such member is removed from such committee or resigns. A member of any committee shall be eligible for reappointment.

7.06 Chairman. One member of each committee shall be designated the chairman of such committee by the board of directors unless otherwise set forth in these bylaws.

7.07 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

7.08 Quorum. Unless provided in the resolution duly adopted by the board of directors designating a committee, a majority of the entire committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

ARTICLE 8. CONTRACTS, CHECKS, DEPOSITS AND FUNDS

8.01 Contracts. The board of directors may authorize the officers or agents of the corporation to enter into contracts or to execute and deliver documents in the name of and on behalf of the corporation. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the board of directors to be appropriate, including the contracting with a third party for any or all management, operational, administrative, marketing, providing of member benefits and other services and functions necessary for the corporation to achieve its purpose.

8.02 Checks, Drafts, and Other Orders for Payment. All checks, drafts, of other orders for the payment of money, notes of other evidences of indebtedness issued in the name of the corporation shall be signed by such officer of officers, agent or agents, of the corporation, and in such manner as shall from time to time be determined by duly adopted resolution of the board of directors. However, such responsibility may be assigned to a qualified third person or entity by written agreement.

8.03 Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may select.

8.04 Gifts. The board of directors may accept on behalf of the corporation any contributions, gifts, bequests, or devise for the general purpose or for any special purpose of the corporation.

8.05 Loans. The corporation any, upon authorization of the board of directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the corporation is reasonably able to repay.

ARTICLE 9.
INDEMNIFICATION OF DIRECTORS AND OFFICERS

9.01 Indemnification of Directors and Officers. Except as otherwise expressly provided by laws of these bylaws, each director or officer, whether or not then in office, shall be indemnified by the Corporation against all expenses reasonably incurred by or imposed upon him in connection with or arising out of any proceeding in which he may be involved by reason of his being of having been a director or officer of the Corporation. The foregoing right of indemnification shall not be exclusive of other rights to which any director or officer may be entitled as a matter of law.

9.02 Power to Indemnify. The power to indemnify applies only if it is determined that the director or officer (a) acted in good faith, (b) reasonably believed that his conduct in his official capacity was in the corporations best interests, and in all other cases, that his conduct was at least not opposed to the corporations best interests, and (c) in the case of any criminal proceedings, did not have a reasonable cause to believe his conduct was unlawful.

9.03 Limitations. If the director or officer is found liable to the corporation or is found liable because he improperly received a personal benefit, the indemnification in Section 9.01 (a) is limited to reasonable expenses (which shall not include a judgement, a penalty, a fine or tax) actually incurred by the person in connection with the proceeding and (b) may not be made in relation to a proceeding in which the person has been found liable for (i) wilful or intentional misconduct in the performance of his duty to the corporation, (ii) breach of his duty of loyalty owed to the corporation or (iii) an act or omission not committed in good faith that constitutes a breach of duty owed by the person to the corporation..

9.04 Proceeding. "Proceeding" means a threatened, pending or completed action or other proceeding, whether civil, criminal, administrative, arbitative or investigative, an appeal of such an action or proceeding and an inquiry or investigation that could lead to such an action or proceeding.

9.05 Expenses. "Expenses" includes court costs, a judgement (including an arbitration award), a penalty, a settlement, a fine, and an excise or similar tax, including an excise tax assessed against the person with respect to an employee benefit plan and reasonable attorneys' fee that are reasonable and actually incurred by the person in connection with a proceeding.

9.06 Determination of Indemnification. A determination of indemnification under Section 9.01 (unless ordered by a court of competent jurisdiction) must be made:

1. By a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants or respondents in the proceeding;
2. If such a quorum cannot be obtained, by a majority vote of a committee of the board of directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding;
3. by special legal counsel selected by the board of directors or a committee of the board by vote as set forth in subsection 1 or 2 of this section; or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors; or
4. by the members in a vote that excludes the vote of directors who are named defendants or respondents in the proceeding.

9.07 Mandatory Indemnification. The corporation shall indemnify a director or officer against reasonable expenses actually incurred by him in connection with a proceeding in which he is a named defendant or respondent because he is or was a director or officer if he has been wholly successful, on the merits otherwise, in the defense of the proceeding.

9.08 Advancement of Reasonable Expenses. Reasonable expenses incurred by a director or officer who was, is, or is threatened to be made a named defendant or respondent in a proceeding shall be paid or reimbursed by the corporation, in advance of the final disposition of the proceeding and without the determination specified in section 9.06, after the corporation receives a written affirmation by the director or officer of his good faith that he has met the standard of conduct necessary for indemnification under this article and a written undertaking by or on behalf of the director or officer to repay the amount paid or reimbursed if it is ultimately determined that he has not met that standard or if it is ultimately determined that indemnification of the director or officer against expenses incurred by him in connection with that proceeding is prohibited under this article. The written undertaking must be an unlimited general obligation of the director or officer but need not be secured. It may be accepted without reference to financial ability to make repayment.

9.09 Payment as Witness. The corporation shall pay or reimburse expenses incurred by a director, officer or employee in connection with his appearance as a witness or other participation in a proceeding by or against the corporation at a time when he is not named defendant or respondent in the proceeding.

9.10 Insurance. The corporation may purchase and maintain insurance or enter into any other arrangement on behalf of any person who is or was a director, officer, employee or agent of the corporation or who is or was serving at the request of the corporation as a director, officer, partner, venture, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, employee benefit plan, other enterprise, or other entity, against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the corporation would have the power to indemnify him against that liability under this article. Without limiting the power of the corporation to procure or maintain any kind of other arrangement, the corporation may, for the benefit of persons indemnified by the corporation, (a) create a trust fund; (b) establish any form of self-insurance; (c) secure its indemnity obligation by grant of a security interest or other lien on the assets of the corporation; or (d) establish a letter of credit, guaranty, or surety arrangement.

9.11 Exclusions. No indemnification by the corporation shall apply to (a) any claim arising out of bodily injury to, or sickness, disease or death of any person, or damage to or destruction of any property including the loss of use thereof, (b) any claim arising out of breach of fiduciary duty or obligation in connection with any employee welfare benefit plan or retirement plan, (c) any cross-claim or counterclaim brought by on director and/or officer against another director and/or officer, (d) any claim arising out of failure to effect or maintain any insurance or bond, any claim arising out of acts of a knowingly discriminatory nature, (f) any claim arising out of a violation of the responsibilities, obligations or duties imposed by Internal Revenue Code of 1986, as amended, or similar statutory law of any state or other jurisdiction therein, or (h) any act committed by a director or officer prior to taking office.

9.12 Notice. A director or officer shall, as a condition precedent to indemnification hereunder, give written notice to the corporation as soon as practicable of any claim made against him. The director or officer shall promptly forward to the corporation any demand, notice or summons received by the director or officer. Notice given by or on behalf of the director or officer to any authorized representative of the corporation, with particulars sufficient to identify the director or officer, shall be deemed notice to the corporation.

9.13 Jurisdiction. The indemnification hereunder only applies to acts committed by and suits brought against a director or officer in the United States of America, its territories or possessions or Canada.

9.14 Cooperation. The director or officer shall cooperate with the corporation and, upon the corporation's request, assist in making settlements and in the conduct of suits, including arbitration proceedings. The director or officer shall attend hearings, trials and depositions and shall assist in securing and giving evidence and obtain the attendance of witnesses. The director or officer shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses in any such proceedings.

9.15 Liability. No action shall lie against the corporation unless, as a condition precedent thereto, the director or officer shall have fully complied with all the terms, provisions and conditions of this entire article nor until the amount of the obligation to pay shall have been finally determined either by judgment against the director or officer after actual trial, arbitration determination, or by written agreement of the director or officer and the claimant subject to the prior written consent of the corporation. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover against the corporation. No person or organization shall have the right to join the corporation as a party to any action against the director or officer to determine the director's or officer's liability, nor shall the corporation be interpleaded by the director or officer or their legal representative.

9.16 Subrogation. In the event of any payment under this article, the corporation shall be subrogated to all the director's or officer's rights of recovery therefore against any person or organization, and the director or officer shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. Any amount recovered in excess of the corporation's total payment shall be restored to the director or officer, less the cost to the corporation of recovery. This indemnification as proved shall apply only as excess over any valid and collectible insurance the director or officer may have.

9.17 Effect of Amendment. No amendment, modification or repeal of the articles on indemnification and insurance hereof shall in any manner terminate, reduce or impair the right of any past, present or future director or officer of the corporation, nor the obligation of the corporation to indemnify such directors, under and in accordance with the provisions of these articles as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

9.18 Surety Bond. Such officers and agents of the corporation as the president, board of directors or the executive committee may designate from time to time, may be bonded for the faithful performance of their duties to the corporation and for the restoration to the corporation, in case of their death, resignation, retirement, disqualification or removal from office, of all books, papers, vouchers, money and other property of whatever kind in their possession or under their control belonging to the corporation, in such amounts and by such surety companies as the president, board of directors or the executive committee may determine. The premiums on such surety bonds shall be paid by the corporation and the bonds so furnished shall be in the custody of the secretary of the corporation.

ARTICLE 10. PROHIBITED ACTS

10.01 Dividends Prohibited. A dividend may not be paid to, and no part of the income of the corporation may be distributed to, the corporation's members, directors or officers.

10.02 Authorized Benefits and Distributions. The corporation may pay compensation in a reasonable amount to the members, directors or officers for services rendered and may confer benefits on its members in conformity with the corporation's purposes.

10.03 Loans To Directors Prohibited. No loans shall be made by the corporation to its directors.

ARTICLE 11. DISSOLUTION AND DISTRIBUTION OF ASSETS

11.01 Voluntary Dissolution. The corporation may dissolve and commence to wind up its affairs. The board of directors shall adopt a resolution recommending that the corporation be dissolved and directing that the question of such dissolution be submitted to a vote at an annual or special meeting of members having voting rights. A resolution to dissolve the corporation shall be adopted upon receiving at least two-thirds (2/3) of the votes which members present at such a meeting in person or by proxy are entitled to cast. Upon the adoption of such resolution by the members, the corporation shall cease to conduct its affairs except in so far as may be necessary for the winding up thereof, shall immediately cause a notice of the proposed dissolution to be mailed to each known creditor of and claimant against the corporation and shall proceed to collect its assets and apply and distribute them as provided in these bylaws or as allowed by law.

11.02 Application and Distribution of Assets. If in the process of dissolution, all valid and legally enforceable liabilities and obligations of the corporation shall be paid, satisfied and discharged. In case the property and assets are not sufficient to satisfy or discharge all of the corporation's valid and legally enforceable liabilities and obligations, the corporation shall apply them so far as they will go to the just and equitable payment of the liabilities and obligations. Assets held by the corporation upon condition requiring return, transfer or conveyed in accordance with such requirements. The remaining assets of the corporation shall be distributed only for tax exempt purposes to one or more organizations which are exempt under Section 501(c) (3) of the Internal Revenue Code of 1986 or the corresponding section of any future federal tax code or which are described in Section 170(c) (1) or (2), Internal Revenue Code, under a plan of distribution adopted pursuant to applicable law. Any remaining assets not distributed under the plan of distribution shall be disposed of by a district court of the county in which corporation's principal office is located exclusively to one or more exempt organizations described above. Any distribution by the court shall be made in such a manner as, in the judgment of the court, will best accomplish the general purposes for which the corporation was organized.

ARTICLE 12. GENERAL PROVISIONS

12.01 Fiscal year. The fiscal year of the corporation shall begin the first day of January and end on the last day of December in each year.

12.02 Seal. The corporate seal shall be in such form as may be prescribed by the board of directors. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

12.03 Books and Records. The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, board of directors and committees having any authority of the board of directors and shall keep at its principal office a record of the names and addresses of its members entitled to vote. A member of the corporation, on written demand stating the purpose of the demand, has the right to examine and copy, in person or by agent, accountant or attorney, at any reasonable time during normal business hours, for any proper purpose, the books and records of the corporation relevant to that purpose, at the expense of the member. However, since membership information of the corporation is a valuable and proprietary asset of the corporation, such information may not be given or sold to, or be copied by, any member or his agent or attorney. The corporation may be audited annually by certified public accountant selected by the board of directors.

12.04 Amendment of Articles of Incorporation. A proposed amendment to the articles of incorporation of the corporation shall be adopted at a special or annual meeting of members called for such purpose, upon receiving at least two-thirds (2/3) of the votes which members present at such meeting person or by proxy are entitled to cast at which a quorum is present.

12.05 Amendment of Bylaws. The bylaws may be altered, amended or repealed or new bylaws may be adopted upon receiving a vote of a majority of the board of directors present in person or by proxy at a special or annual meeting at which a quorum is present.

12.06 Waiver of Notice. Notice of a meeting is not required to be given to a member, director or member of a committee if the person entitled to notice signs a written waiver of notice of the meeting, regardless of whether the waiver is signed before or after the time of the meetings. Attendance at a meeting constitutes a waiver of notice of such meeting, unless the person participates in or attends the meeting solely to object to the transaction of business at the meeting on the ground that the meeting was not lawfully called on convened.

12.07 Governing Law. These bylaws shall be construed under and in accordance with the laws of the State of Missouri.

12.08 Construction. The gender of all words used in these bylaws includes the masculine, feminine, and neuter. Headings of all articles and sections are for reference purposes only and shall not constitute substantive matter to be considered in construing the terms of these bylaws.

12.09 Counterparts. The bylaws may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counter parts shall be constructed together and constitute the same instrument.

12.10 Procedures. Parliamentary procedures for all meetings shall be conducted in accordance with the latest revised edition of Robert's rule of Order, unless otherwise inconsistent with these bylaws resolution of the board of directors.

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected Secretary of the Corporation, hereby certifies that the foregoing Bylaws were duly adopted approved, authorized and ratified by the unanimous written consent of the Board of Directors of the Corporation and the same do now constitute the Bylaw of the Corporation.

A handwritten signature in cursive script, appearing to read "Lane Michel", written over a horizontal line.

Lane Michel

**IMPORTANT NOTICE TO PERSONS ON MEDICARE
THIS INSURANCE DUPLICATES SOME MEDICARE BENEFITS**

THIS IS NOT MEDICARE SUPPLEMENT INSURANCE

Some health care services paid for by Medicare may also trigger the payment of benefits from this policy.

This insurance pays a fixed dollar amount, regardless of your expenses, for each day you meet the policy conditions. It does not pay your Medicare deductibles or coinsurance and is not a substitute for Medicare Supplement insurance.

Medicare generally pays for most or all of these expenses.

Medicare pays extensive benefits for medically necessary services regardless of the reason you need them. These include:

- hospitalization
- physician services
- hospice
- outpatient prescription drugs if you are enrolled in Medicare Part D
- other approved items and services

This policy must pay benefits without regard to other health benefit coverage to which you may be entitled under Medicare or other insurance.

BEFORE YOU BUY THIS INSURANCE

- Check the coverage in all health insurance policies you already have.
- For more information about long-term care insurance, review the *Shopper's Guide to Long-Term Care Insurance*, available from the insurance company.
- For more information about Medicare and Medicare Supplement insurance, review the *Guide to Health Insurance for People with Medicare*, available from the insurance company.
- For help in understanding your health insurance, contact your state insurance department or state senior insurance program.

**NOTICE TO APPLICANT
REGARDING REPLACEMENT OF ACCIDENT AND SICKNESS INSURANCE**

According to your application, you intend to lapse or otherwise terminate existing accident and sickness insurance and replace it with a policy/certificate to be issued by Standard Life and Accident Insurance Company. For your own information and protection, you should be aware of and seriously consider certain factors which may affect the insurance protection available to you under the new policy/certificate.

1. Health conditions which you may presently have (pre-existing conditions) may not be immediately or fully covered under the new policy/certificate. This could result in denial or delay of a claim for benefits under the new policy/certificate, whereas a similar claim might have been payable under the present policy/certificate.
2. You may wish to secure the advice of your present insurer or its agent regarding the proposed replacement of your present policy/certificate. This is not only your right, but it is also in your best interest to make sure you understand all the relevant factors involved in replacing your present coverage.
3. If, after due consideration, you still wish to terminate your present policy/certificate and replace it with new coverage, be certain to truthfully and completely answer all questions on the application concerning your medical health history. **Failure to include all material medical information on an application may provide a basis for the company to deny any future claims and to refund your premium as though your policy/certificate had never been in force.** After the application has been completed and before you sign it, re-read it carefully to be certain that all information has been properly recorded.

The above "Notice to Applicant" was delivered to me on:

Date

Applicant's Signature

STANDARD LIFE AND ACCIDENT INSURANCE COMPANY

STATEMENT OF VARIABILITY

FORM NUMBER:

SLA-CI11-GAC-AR

Page 1:

The statement: **"BENEFITS OTHERWISE PAYABLE ARE REDUCED 50% ON THE LATER OF A COVERED PERSON'S AGE 70 OR THE 5TH ANNIVERSARY OF HIS/HER CERTIFICATE EFFECTIVE DATE"**, will be initially included in all policies sold. If in the future, we decide the experience for over age 70 is equitable, we may remove this statement and not reduce benefits for ages over 70.

Page 2 – Table of Contents

Page numbers may vary and will be inserted appropriately.

Page 3 and 4 – Schedule of Benefits:

Certain variables represent the Certificateholder's specific information.

There are Plan Option's to choose from and the one chosen will appear in the issued Certificate.

The statement: **"BENEFITS OTHERWISE PAYABLE ARE REDUCED 50% ON THE LATER OF A COVERED PERSON'S AGE 70 OR THE 5TH ANNIVERSARY OF HIS/HER CERTIFICATE EFFECTIVE DATE"**, will be initially included in all policies sold. If in the future, we decide the experience for over age 70 is equitable, we may remove this statement and not reduce benefits for ages over 70.

The benefit amounts shown in variables are the minimum and maximums that we may offer under this policy. Amounts offered will be chosen by the insured in the application. The minimum we anticipate offering is \$2,500 and the maximum is \$500,000. The amounts will be offered in \$5,000 increments.

The Category 1 reference to [30 or 90] days is the Reduced Benefit Period timeframe. This is the amount of time from the effective date of coverage until the first diagnosis relating to cancer is made. If cancer is diagnosed before 30 or 90 days of coverage, benefits will be reduced as stated in the Schedule Page. If cancer is diagnosed after 30 or 90 days from the coverage effective date, benefits will not be reduced and will be payable in the amount stated in the Schedule Page. We initially anticipate using a 90 day reduction period but may lessen this to 30 days at a later date.

Page 5 and 6:

No Variables

Page 7:

The Dependent definition may allow for Domestic Partners if required by the state or when requested by the Certificateholder and the state allows such provisions. As such, the Domestic Partner definition will be included or excluded.

Page 8 - 12

No Variables

Page 13

Reduced Benefit Period - this is the amount of time from the effective date of coverage until the first diagnosis relating to cancer is made. If cancer is diagnosed before 30 or 90 days of coverage, benefits will be reduced as stated in the Schedule Page. If cancer is diagnosed after 30 or 90 days from the coverage effective date, benefits will not be reduced and will be payable in the amount stated in the Schedule Page.

Page 14

The statement: "Benefits otherwise payable under the Policy are reduced 50% on the later of a Covered Person's Age 70 or his/her 5th Certificate Effective Date anniversary.", will be initially included in all certificates sold. If in the future, we decide the experience for over age 70 is equitable, we may remove this statement and not reduce benefits for ages over 70.

Pages 15, 16, 17 and 18:

No variables.